



COUNTY OF LOS ANGELES

Public Health

JONATHAN E. FIELDING, M.D., M.P.H.
Director and Health Officer

JONATHAN E. FREEDMAN
Chief Deputy Director

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BOARD OF SUPERVISORS

Gloria Molina
First District

Mark Ridley-Thomas
Second District

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Third District

Don Knabe
Fourth District

Michael D. Antonovich
Fifth District

January 12, 2010

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

21 JAN 12 2010

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Supervisors:

**APPROVE A GRANT AWARD FROM FIRST 5 LOS ANGELES,
AN AGREEMENT WITH ABT SRBI, INCORPORATED TO CONDUCT THE
2010 LOS ANGELES COUNTY HEALTH SURVEY AND APPROVAL OF AN APPROPRIATION
ADJUSTMENT
(ALL SUPERVISORIAL DISTRICTS) (4 VOTES)**

SUBJECT

Request approval of a Grant Award from First 5 Los Angeles and an Agreement with Abt SRBI, Incorporated to conduct the 2010 Los Angeles County Health Survey for the Department of Public Health's Office of Health Assessment and Epidemiology.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Director of the Department of Public Health (DPH), or his designee, to accept and execute Grant Award Number 07509, Exhibit I, from First 5 Los Angeles (First 5 LA) to provide \$600,500 in funding for the 2010 Los Angeles County Health Survey (LACHS) parent and child component in exchange for the collection, analysis and dissemination of data, effective upon date of Board approval through June, 30, 2010, with provisions for up to two one-year extensions not to exceed \$600,500 through June 30, 2012 contingent on the availability of funds and satisfactory work performance, at no net County cost (NCC), subject to review and approval by County Counsel and the Chief Executive Office (CEO) and notification to your Board.
2. Delegate authority to the Director of DPH, or his designee, to accept and execute similar future year awards and amendments from First 5 LA through June 30, 2012, subject to review and approval by County Counsel and the CEO and notification to your Board.
3. Approve and instruct the Director of DPH, or his designee, to execute an Agreement with Abt SRBI, Incorporated (Inc.), substantially similar to Exhibit II, to conduct the 2010 LACHS and collect information about health status behavioral risk factors, access to, and utilization of primary health care and preventive health services, effective upon date of execution by both parties, (following Board approval) through August 31, 2011 with an optional no cost extension for six months, on a month-to-month basis, through February 28, 2012, at a maximum obligation of \$1,375,959, 100 percent funded by the following sources: \$600,500 from a First 5 LA Grant Award, \$100,000 from Alcohol and Drug Program Administration Block Grant, \$200,000 from Emergency Preparedness and Response Program Novel Influenza A H1N1 Preparedness Grant, \$350,459 from Tobacco Control and Prevention Program Proposition 99 Grant, \$25,000 from Environmental Health Division Health Fee, and \$100,000 from the Department of Mental Health (DMH)-Mental Health Services Act (MHSA) funds.
4. Delegate authority to the Director of DPH, or his designee, to execute amendments to the agreement with Abt SRBI, Inc., that increase or decrease the maximum obligation up to 25 percent of the original maximum obligation, 100 percent funded from the sources listed in Recommendation 3, subject to review and approval by County Counsel and the CEO and notification to your Board.
5. Approve the Request for Appropriation Adjustment (Exhibit III) in the amount of \$240,000 for fiscal year (FY) 2009-10 to increase DPH's budgeted services and supplies (S&S) appropriation.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Acceptance of a Grant Award from First 5 LA will award DPH with a funding amount of \$600,500 and delegate authority to the Director of DPH to accept future year awards and amendments to continue support for the 2010 LACHS.

Approval of an Agreement with Abt SRBI, Inc., allows the collection of health status data to build upon previous health survey findings regarding the quality of health within Los Angeles County (LAC), and improve the availability of high quality health information to better serve local communities engaged in improving the health status of their residents.

Approval of future amendments with Abt SRBI, Inc., will allow DPH to provide changes in funding allocation should the grant funding from departments (listed in recommendation three) increase or decrease.

The appropriation of \$240,000, under the attached Appropriation Adjustment, reflects an increase in S&S and Revenue appropriation to support the Agreement with Abt SRBI, Inc., for the 2010 LACHS.

The LACHS collects data on a broad range of public health issues, including access to care (e.g., insurance status, regular source of care, cost as barrier), utilization of preventive health services (e.g., mammography, Pap testing), health behaviors (e.g., fruit and vegetable consumption, smoking), and demographic factors that are underlying determinants of health (e.g., race/ethnicity, income). The data is widely used throughout DPH for program planning, evaluation, and quality improvement efforts. Additionally, the LACHS is a valuable information resource for a broad range of organizations throughout the County, including the Community Health Councils, First 5 LA, the Children's Council, a variety of health care providers, and many health advocacy groups. The results of the LACHS are broadly disseminated to the broader LAC community through published reports, such as LA Health briefs, the Key Indicators of Health by Service Planning Area, and the Women's Health Indicators. Data is also shared via conference presentations, peer reviewed manuscripts, the DPH website, and through customized data requests for users throughout LAC.

The 2010 LACHS has two instruments and components: an adult survey of randomly selected, non-institutionalized, housed adults, and a child survey of parents or legal guardians of children under age 18 who live in the household with and take primary responsibility for the health of the randomly selected child. The adult and child surveys are conducted in six languages: English, Spanish, Mandarin, Cantonese, Korean, and Vietnamese.

Implementation of Strategic Plan Goals

These recommended Board actions support Goal 4, Health and Mental Health, of the County Strategic Plan by continuing to collect and disseminate population-based health information to better serve local communities engaged in improving the health status of their residents.

FISCAL IMPACT/FINANCING

The total project cost for the 2010 LACHS is \$1,375,959, and is funded through \$600,500 from First 5 LA, \$100,000 from DMH, and \$675,459 from various DPH funds.

The attached Request for Appropriation Adjustment (Exhibit III) in the amount of \$240,000 will increase DPH's FY 2009-10 S&S appropriation, fully offset by grant funding from First 5 LA to support the Office of Health Assessment and Epidemiology's (OHAE) 2010 LACHS.

Funding will be included in DPH's Fiscal Year 2010-11 Proposed Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Previous surveys were conducted in 1997, 1999, 2002, 2005, and 2007. The 2010 LACHS will build upon these previous surveys. LACHS is the primary vehicle for gathering information about access to health care, health care utilization, health behaviors, health status, and perceptions about health-related issues. The ability to consistently monitor health trends over time is an important aspect of the survey. Each survey contains repeated items and replicates previous sampling and survey methodology to maximize comparability between each time period. In addition, many items have been added to each survey year which are newly developed, in order to capture emerging public health issues. LACHS data describes the health of many of the County's population subgroups, as well as the County population overall. LACHS results are analyzed at the Service Planning Area and Health District levels to meet the demand for data specific enough to understand and formulate local responses to public health issues in the County. Data is also analyzed by Supervisorial Districts and other areas as needed.

Ongoing assessment of the health status of the population is a core function of local health departments and improving the availability of high quality health information is a major priority for DPH. OHAE is charged with carrying out the assessment by collecting and disseminating population-based health information to plan, evaluate, and develop policy to better serve local communities and improve the health status of LAC residents.

Attachment A is the Grant Management Statement for grants exceeding \$100,000.

County Counsel has approved Exhibit I and II as to form. Exhibit III is the Appropriation Adjustment.

CONTRACTING PROCESS

On July 14, 2008, DPH released a Request for Information seeking interested survey research organizations with expertise, capacity, and experience to conduct a random-digit dialed telephone survey of LAC residents. Twenty-seven survey research firms responded, of which 20 of these firms were invited on March 18, 2009 to submit Request for Proposals (RFP) to conduct the 2010 LACHS.

In response to the RFP, eight firms submitted proposals. After reviewing the proposals and interviewing three finalists, Abt SRBI, Inc. was determined to be the best qualified, and was selected for the contract award. Notices to the non-winning bidders were sent on September 30, 2009. The non-winning bidders were allowed the opportunity to be debriefed on the scoring of their proposal by October 21, 2009. Two bidders responded to the notice, the debriefing was held, and the outcome of the solicitation was accepted.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Information collected from the health survey will be used by DPH and other health providers and community organizations to improve access to, and the quality of, health care of LAC residents.

Respectfully submitted,



JONATHAN E. FIELDING, M.D., M.P.H.

Director and Health Officer

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Enclosures

- c: c. Chief Executive Officer
- Acting County Counsel
- Executive Officer, Board of Supervisors

Los Angeles County Chief Executive Office
Grant Management Statement for Grants Exceeding \$100,000

ATTACHMENT A

Department: Public Health

Grant Project Title and Description

GRANT AWARD FROM FIRST 5 LOS ANGELES TO SUPPORT THE 2010 LOS ANGELES COUNTY HEALTH SURVEY

Funding Agency

First 5 Los Angeles

Program (Fed. Grant #State Bill or Code #)

Grant Award Number 07509

Grant Acceptance Deadline

Not applicable

Total Amount of Grant Funding: \$600,500

County Match Requirements: N/A

Grant Period: DOBA – June 30, 2012

Begin Date: DOBA End Date: June 30, 2012

Number of Personnel Hired Under this Grant: Full Time

Part Time

Obligations Imposed on the County When the Grant Expires

Will all personnel hired for this program be informed this is a grant funded program? Yes No

Will all personnel hired for this program be placed on temporary "N" items? Yes No

Is the County obligated to continue this program after the grant expires Yes No

If the County is not obligated to continue this program after the grant expires, the Department will:

a). Absorb the program cost without reducing other services Yes No

b). Identify other revenue sources Yes No

(Describe)

c). Eliminate or reduce, as appropriate, positions/program costs funded by this grant Yes No

Impact of additional personnel on existing space: None.

Other requirements not mentioned above: None

Department Head Signature



Date

12-17-09

EXHIBIT I

CONTRACTOR

**COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC HEALTH
(HEALTH ASSESSMENT UNIT)**

PROJECT:

**2010 LOS ANGELES COUNTY
HEALTH SURVEY**

Contract No. 07509

CONTRACT

This Contract, made and entered into on this _____, by and between the LOS ANGELES COUNTY CHILDREN AND FAMILIES FIRST - PROPOSITION 10 COMMISSION (aka FIRST 5 LA) whose address is 750 North Alameda Street, Third Floor, Los Angeles, California 90012, hereinafter referred to as the "COMMISSION" and the County OF Los Angeles Department of Public Health (Health Assessment Unit) whose address is 313 North Figueroa Street, Room 127 Los Angeles, California 90012 hereinafter referred to as the "CONTRACTOR." All of CONTRACTOR'S activities and services to be provided hereunder will support the COMMISSION'S strategic plan efforts and will be coordinated and overseen by COMMISSION staff as designated below.

I. SCOPE OF WORK

The CONTRACTOR shall provide description of project, statement of purpose, timeline, schedule of activities, and deliverables as set forth and described in the Scope of Work, which is attached and incorporated as Exhibit A. CONTRACTOR is to execute the work in order to ensure that the deliverables are met on time and on budget for the First 5 LA and staff.

II. SCOPE OF ENGAGEMENT

Any services other than those noted in this Contract shall require a new COMMISSION-CONTRACTOR Contract. CONTRACTOR shall act at all times as an independent CONTRACTOR and this Contract shall not be deemed to create any form of partnership, joint venture or employment relationship between or among the COMMISSION and the CONTRACTOR, nor shall either party be in any way liable for any debt of the other. This Contract is non-assignable.

III. TERM OF CONTRACT

The term of this Contract will be Approval by the County of Los Angeles Board of Supervisors "effective date" through June 30, 2010 "termination date" unless either party gives prior written notice of termination. This Contract shall expire without further notice on June 30, 2010. This contract may be extended for up to two one-year periods, which will be completed through an annual contract amendment process, through **June 30, 2012** with the total cost not to exceed \$600,500 contingent upon the availability of COMMISSION funding, satisfactory work performance based on activities outlined in Exhibit

A, timely submission of progress reports, and continual compliance with contract provisions.

IV. BUDGET

The Budget and Budget Narrative for the CONTRACTOR are attached as **Exhibit B** and form an integral part of this Contract.

The CONTRACTOR shall receive from the COMMISSION total compensation not to exceed **TWO HUNDRED FORTY THOUSAND, TWO HUNDRED DOLLARS (\$240,200)** pursuant to the terms and conditions for payment set forth herein.

V. EXPENDITURES BY CONTRACTOR

- A. CONTRACTOR will advise COMMISSION and obtain written approval on ALL budget modifications PRIOR to incurring any costs.
- B. All CONTRACTOR expenditures shall be in accordance with the approved line item budget captions. However, CONTRACTOR may modify a portion of CONTRACTOR'S approved budget, if such budget line item is as follows and the COMMISSION has been advised in advance prior to the costs being incurred:
 - i. If the original line item is \$5,000 or less dollars, CONTRACTOR can incur expenses pursuant to an informal modification, and shall submit a memorandum to COMMISSION explaining the modification along with the monthly invoice required by Section XIX.
 - ii. If the original line item is greater than \$5,000 dollars and the change is less than or equal to 10% of the original line item, CONTRACTOR can incur expenses pursuant to an informal modification, and shall submit a memorandum to COMMISSION explaining the modification along with the monthly invoice required by Section XIX.
 - iii. If the original line item is greater than \$5,000 dollars and the modification is greater than 10% of the line item, CONTRACTOR must obtain COMMISSION'S prior written approval through the COMMISSION'S formal budget modification procedure before incurring expenses pursuant to the modification.
- C. Formal budget modifications must be addressed and sent to the assigned Commission staff with the appropriate "Formal Budget Modification Summary" forms on or before the 1st of the month prior to the month in which the actual expenses will be incurred. Only one (1) formal budget modification can be approved during the term of the Agreement. Requests for formal budget modifications will not be accepted during the first two (2) months and last quarter of the term of this Agreement.

- D. Only two (2) informal budget modifications subject to Section V, Item B, subsections i and ii can be approved during the term of this Contract.
- E. Approval of any budget modification will be contingent on the timely review and submission of the required documentation by the CONTRACTOR.
- F. If there are any errors contained in any invoice submitted to COMMISSION, CONTRACTOR shall reflect the change in the most recent invoice submitted to COMMISSION, along with a note explaining the error.
- G. CONTRACTOR will advise COMMISSION and obtain written approval on ALL budget modifications PRIOR to incurring any costs.
- H. In the event COMMISSION reasonably believes CONTRACTOR has been overpaid, or in the event CONTRACTOR fails to timely submit the documents required pursuant to this Contract, COMMISSION may seek a financial accounting and avail itself of all legal remedies to seek compliance and the repayment of any amounts overpaid.
- I. All payments by COMMISSION to CONTRACTOR under this Agreement are restricted for use in the performance of CONTRACTOR'S approved Scope of Work set forth in Exhibit A, and shall be used only to supplement existing levels of service and not to fund existing levels of service.
- J. If applicable, any activities under the line item Capital Improvement/Renovations must be completed within the first year of the grant. Any adjustment must be submitted to the COMMISSION for approval. It shall be the sole responsibility of CONTRACTOR to comply with all applicable land use, permitting, environmental, contracting, and labor laws, including, without limitation, the California Public Contracts Code and the California Labor Code.
- K. Any purchases under the Equipment line item in Exhibit B must be completed in year one of the contract. Any exceptions will require prior notification by the CONTRACTOR to the COMMISSION and may be approved only at the discretion of the COMMISSION.
- L. Any expenses under Space and Telephone Line Items of the budget (Exhibit B) shall be calculated based on a standard formula which uses a reasonable allocation methodology. The formula used will be reviewed by the COMMISSION for final approval.
- M. In no event shall CONTRACTOR or its officers, employees, agents, subcontractors or assignees supplant state, county, local or other governmental General Fund money with COMMISSION funds for any purpose.
- N. If applicable, in-direct costs are limited to ten (10) percent of the personnel costs excluding fringe benefits. Incurred in-direct costs exceeding the ten percent will become the responsibility of the CONTRACTOR.

VI. EXHIBITS

Exhibits A through C, as described below, are attached to and form an integral part of this Contract and are hereby incorporated by reference. Exhibit D, and E and F (as applicable) will be completed by the CONTRACTOR at later dates and forwarded to the COMMISSION on the designated due dates, as determined by the COMMISSION.

In the event of any conflict in the definition or interpretation of any word, responsibility, service, schedule, or contents of a deliverable product between the Contract and Exhibits, or among Exhibits, said conflict or inconsistency shall be resolved by giving precedence first to this Contract, and then to the Exhibits according to the following priority:

Exhibit A SCOPE OF WORK

Exhibit B BUDGET FORMS

Exhibit C ALL DOCUMENTS IN REQUIRED DOCUMENTS LIST

Exhibit D INVOICE FORM

Exhibit E PRELIMINARY REPORT(S)

Exhibit F FINAL REPORT

This Contract and the Exhibits hereto, together with the CONTRACTOR'S proposal constitute the complete and exclusive statement of understanding between the parties that supersedes all previous Contracts, written or oral, and all other communications between the parties relating to the subject matter of this Contract. The Exhibits form an integral part of this Contract, and are hereby incorporated by reference. No amendment, promise, or Contract between the parties is valid unless the same is in writing executed by both parties.

VII. COMMISSION OBJECTIVES

Mission Statement

The mission of the COMMISSION is to make significant and measurable progress toward increasing the number of children from the prenatal stage through age 5 in Los Angeles County who are physically and emotionally healthy, safe and ready to learn when they reach school age.

Vision

The COMMISSION is committed to creating a future throughout Los Angeles' diverse communities where all young children are born healthy and raised in a loving and nurturing environment so that they grow up healthy, are eager to learn and reach their full potential.

Values

The COMMISSION intends to make its vision come true by shaping its efforts around five core values:

Families: We will acknowledge and amplify the voice of families so that they have the information, resources and opportunities to raise their children successfully

Communities: We will strengthen communities by enhancing their abilities to support families.

Results Focus: We will be accountable for defining results for young children and for our success in achieving them.

Learning: We will be open to new ideas and will modify our approaches based on what we learn.

Advocacy: We will use our unique role to build public support for policies and programs that benefit children prenatal through age 5 and their families.

Goals

The COMMISSION will accomplish its mission by partnering with communities and families in Los Angeles County to make measurable and significant progress in the three priority goal areas of Early Learning, Health, and Safe Children and Families, as outlined in the Strategic Plan.

VIII. AMENDMENTS

Any agreements which in any way change the terms of this Contract shall be valid only if the requested change is made in writing and approved by authorized representatives of the CONTRACTOR and the COMMISSION. Request for modifications will not be accepted during the first two (2) months of the Contract period; and not more than ONCE thereafter, with the exception of the last quarter when there shall be none. CONTRACTOR must submit the written request one (1) month prior to the requested effective date of such modification.

Approval of any amendment will be contingent on the timely review and submission of the required documentation by the CONTRACTOR.

IX. INDEPENDENT CONTRACTOR

The COMMISSION shall not be responsible for withholding taxes with respect to the CONTRACTOR compensation hereunder. The CONTRACTOR shall have no claim against the COMMISSION hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

X. SUBCONTRACTORS

COMMISSION approves CONTRACTOR'S use of subcontractors to carry out its obligations under this Contract as specified as in Exhibit A.

No performance of this Contract or any portion may be assigned by CONTRACTOR without the written consent of the COMMISSION. Any attempt by the CONTRACTOR to assign performance of any of the terms of this Contract, in whole or in part, without said consent shall be null and void and shall constitute a breach of the terms of this Contract. In the event of such a breach, this Contract may be terminated. CONTRACTOR shall submit a list of subcontractors to the COMMISSION for written approval prior to subcontractor performing any work hereunder.

A function proposed by CONTRACTOR may be carried out under subcontracts; however, CONTRACTOR may not delegate its duties or obligations, nor assign its rights hereunder, either in whole or in part, without the prior written consent of COMMISSION, or their designee. Any such attempt at delegation or assignment without prior written consent shall be void. Any change whatsoever in the corporate structure of CONTRACTOR, the governing body of CONTRACTOR, the management of CONTRACTOR, or the transfer of assets of CONTRACTOR shall be deemed an assignment of benefits under the terms of this Contract requiring COMMISSION approval. No subcontract shall alter in any way any legal responsibility of CONTRACTOR to COMMISSION.

CONTRACTOR must submit a copy of the memorandum of understanding for each subcontractor to the COMMISSION for prior review and approval.

XI. PROPRIETARY RIGHTS

CONTRACT NUMBER: 07509

CONTRACTOR agrees and acknowledges that its work pursuant to this Contract is, at COMMISSION'S direction, strictly limited to gathering data and other information regarding one or more of COMMISSION'S funding initiatives, evaluating the data and information, and reporting to COMMISSION its conclusions and recommendations arising out of that collection and evaluation process. In that regard, the following limitations shall apply to CONTRACTOR'S future use of data and information collected by CONTRACTOR during the course of its work for COMMISSION, in addition to any other conditions and limitations imposed by this Contract:

- A. All data and information collected by CONTRACTOR during the course of this project, in whatever form, shall be the joint property of the COMMISSION. CONTRACTOR shall maintain said data and information on behalf of the COMMISSION in form and substance consistent with accepted research practices throughout the course of this Contract. Research findings and results generated from the data may be used internally by the COMMISSION for planning purposes prior to publication by the CONTRACTOR. The COMMISSION will not disseminate any data beyond its internal staff without the consent of the CONTRACTOR.
- B. Both the CONTRACTOR and the COMMISSION shall implement and comply with adequate procedures to maintain the confidentiality of data and information collected pursuant to the Contract. Any raw data collected by the CONTRACTOR will be provided to the COMMISSION only after individual identifiers (with the exemption of zip codes) have been removed from the raw data. CONTRACTOR shall be responsible for complying with all applicable state and federal laws governing the gathering, use, and protection of personal information.
- C. For any data gathering, informed consents shall be obtained and the CONTRACTOR is responsible for fulfilling any requirements pertaining to and in compliance with HIPAA and an Institutional Review Board for Human Subjects Protection.
- D. At the conclusion of CONTRACTOR'S work, whether through expiration or termination of this Contract, CONTRACTOR shall provide a copy of cleaned data sets and information collected to COMMISSION, along with all required reports in the following format: (1) descriptive data on all survey items, (2) final request for data from First 5 LA, (3) dataset with frequencies and descriptives and (4) reports must be submitted in electronic format within 60 days after expiration or termination to Evelyn V. Martinez, Executive Director of the Los Angeles County Children and

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Families First - Proposition 10 Commission (aka First 5 LA) with copies sent to designated director.

- E. CONTRACTOR shall maintain notes, business records, and working papers on file for a period of not less than four (4) years following the termination or expiration of this Contract, and shall provide COMMISSION access to said records for inspection and copying upon seven (7) days written notice from COMMISSION. CONTRACTOR specifically agrees to comply with the California Public Records Act (Government Code Section 6250, *et seq.*) as directed or requested by COMMISSION.
- F. Any software or equipment developed by CONTRACTOR at COMMISSION'S direction and/or expense during the course of this Contract shall become the joint property of COMMISSION and CONTRACTOR. COMMISSION shall have the right to consent to and participate financially in any licensing or sales Contract relating to such software or equipment.
- G. The timing, format, and manner of the dissemination of any data or information gathered pursuant to this Contract and any report of results, conclusions or recommendations prepared by CONTRACTOR shall be at the sole discretion of the COMMISSION. COMMISSION shall attribute the work to CONTRACTOR upon any such release.
- H. CONTRACTOR may not use the data and information collected pursuant to this Contract without the prior written consent of COMMISSION'S Executive Director or her designee. Such consent must be requested in writing, stating the specific purpose for which consent is being sought, not less than ten (10) working days in advance of any such use.
- I. If the CONTRACTOR uses any data from this project for a purpose that will result in profit or financial compensation to CONTRACTOR or any party related to CONTRACTOR, such fact must be disclosed in a written request for consent by CONTRACTOR and submitted to the COMMISSION. In such cases, COMMISSION shall have the right to enter into a royalty, licensing, or reimbursement Contract with CONTRACTOR, as appropriate, prior to giving its consent, to compensate or reimburse COMMISSION for the use of its data and information. COMMISSION shall not seek compensation or reimbursement for the permitted use of its data and information for purely academic or scientific purposes. In published material arising out of academic or scientific activities, CONTRACTOR shall acknowledge the participation and funding

with "Funded without endorsement, by First 5 LA" and shall provide the COMMISSION with two (2) copies of the published material.

- J. CONTRACTOR shall prominently display all First 5 LA supplied promotional materials, such as educational posters, banners, brochures and fliers at the project site(s). CONTRACTOR shall ensure that promotional material, activities, and publications developed in support of the funded project shall conform to the formatting requirements outlined in First 5 LA Style Guide which includes the appropriate display of the First 5 LA logo and the First 5 LA funding attribution.
- K. CONTRACTOR shall implement and comply with adequate procedures to maintain the confidentiality of data and information collected pursuant to this Contract.
- L. CONTRACTOR must maintain a record for each item of tangible real or personal property of a value in excess of five hundred dollars (\$500.00) acquired with First 5 LA funds pursuant to this Contract, which records shall include the model number, serial number, legal description (if applicable), cost, invoice or receipt, and date acquired.
- M. COMMISSION and CONTRACTOR agree that all personal property purchased with funds provided under this Contract shall become the property of the COMMISSION upon completion or termination of contract, unless otherwise determined by the COMMISSION.

This section is applicable to all subcontractors in the performance of their services under the Program.

XII. CONFLICT OF INTEREST

It shall be the responsibility of CONTRACTOR to abide by conflict of interest laws and regulations applicable to the CONTRACTOR under California law. CONTRACTOR acknowledges that he/she/it is acting as public official pursuant to this Contract and shall therefore avoid undertaking any activity or accepting any payment, employment or gift from any third party that could create a legal conflict of interest or the appearance of any such conflict. A conflict of interest exists when one has the opportunity to advance or protect one's own interest or private interest of others, with whom one has a relationship, in a way that is detrimental to the interest, or potentially harmful for the integrity or fundamental mission of the Commission. CONTRACTOR shall maintain the confidentiality of any confidential information obtained from the COMMISSION during this Contract and shall not use such

information for personal or commercial gain outside this Contract. By agreeing to this Contract and accepting financial compensation for services rendered hereunder, CONTRACTOR agrees that he/she/it may not subsequently solicit or accept employment or compensation under any program, grant or service that results from or arises out of the **LOS ANGELES COUNTY HEALTH SURVEY**. During the term of this Contract and for one year thereafter, CONTRACTOR shall not knowingly solicit or accept employment and/or compensation from any COMMISSION collaborator or CONTRACTOR without the prior written consent of the COMMISSION.

XIII. INFORMATION TECHNOLOGY REQUIREMENTS

CONTRACTOR will be responsible for coordinating with COMMISSION'S Information Technology (IT) Department regarding the design, development, structure and implementation of the IT components, including all databases, documents and spreadsheets, applicable to its program. The following IT specifications are to be applied, as appropriate, in relation to the scope of CONTRACTOR'S program:

- A. Hardware and Software compatibility with industry hardware, software, & security standards to allow adequate compatibility with the COMMISSION'S infrastructure.
- B. Open Data Base Connectivity (ODBC) compliant for data collection and dissemination purposes.
- C. Ability to collect information at the client-level, as necessary.
- D. Compatibility and ability to aggregate information in multiple ways: by initiatives, geographic boundaries, service types, program outcomes, and COMMISSION outcomes.
- E. Ability to export to and import the data collected.
- F. CONTRACTOR will be required to obtain a digital certificate to submit documentation to COMMISSION electronically for recording and processing by COMMISSION staff. Digital certificate must be obtained from approved Certificate Authority (CA) vendor providing a Public Key Infrastructure (PKI). Digital certificate must be maintained by CONTRACTOR throughout contract period.

CONTRACTOR will provide timely notification to the COMMISSION on any major problem(s) with the CONTRACTORS financial system or hardware or software that may impact the funded project under this Contract.

XIV.INSURANCE

Without limiting CONTRACTOR'S duty to indemnify COMMISSION during the term of this Contract, CONTRACTOR shall provide and maintain at its own expense the following programs of insurance throughout the term of this Contract. Such programs and evidence of insurance shall be issued by insurers admitted to conduct business in the State of California, with a minimum A.M. Best's rating of A: VII unless otherwise approved in writing as satisfactory to the COMMISSION. Certificates or other evidence of insurance coverage and copy(ies) of additional insured endorsement(s) and/or loss payee endorsement(s), as applicable, shall be delivered to COMMISSION at the address specified in Section XV prior to the commencement of work under this Contract. Each policy of insurance shall provide that coverage will not be materially modified, terminated, or non-renewed except after thirty (30) days prior written notice has been given to the COMMISSION.

Notwithstanding any other provisions of this Agreement, failure by CONTRACTOR to maintain the required insurance shall constitute a breach of this Contract and COMMISSION may immediately terminate or suspend this Contract as a result, or secure alternate insurance at CONTRACTOR'S expense. CONTRACTOR shall ensure that subcontractors comply with all insurance requirements described in this Section.

It is specifically agreed by the Parties that this Section XIV shall supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs this Section XIV. Nothing in this Contract is to be interpreted as limiting the application of insurance coverage as required herein. All insurance coverage and limits provided by CONTRACTOR and its subcontractors shall apply to the full extent of the available and applicable policies. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits, or other requirements, or a waiver of any coverage normally provided by any insurance policy. Specific reference to a given coverage feature is for purpose of clarification only and is not intended by any party to be all inclusive, or to the exclusion of any other coverage, or a waiver of any type.

CONTRACTOR'S liability insurance shall be primary and non-contributory. All coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion on any policy.

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“Los Angeles County Children and Families First - Proposition 10 Commission (or if abbreviated, LA Cty Prop 10 Commn.), its officers, agents, consultants and employees” are to be included as additional insured with regard to liability and defense of claims arising from the operations and uses performed by or on behalf of the CONTRACTOR.

CONTRACTOR and subcontractors shall provide policies of liability insurance of at least the following coverages and limits:

A. Commercial General Liability Insurance

Such insurance shall be written on a commercial general liability form with minimum limits of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) in the aggregate. Coverage may be on an occurrence or claims-made basis. If written on a Claims Made form, the CONTRACTOR must purchase an extended two-year reporting period commencing upon termination or cancellation of the insurance policy.

B. Business Auto Liability

Primary coverage shall be provided on ISA Business Auto Coverage forms for all owned, non-owned, and hired vehicles with a combined single limit of not less than one million dollars (\$1,000,000) per accident. Automobile physical damage shall be required on an actual cash value basis for comprehensive and collision coverage with maximum deductibles of \$1,000 each accident for those vehicles funded by this Contract and for which the COMMISSION has an ownership interest. The COMMISSION shall be named as Loss Payee, as their interest may appear.

C. Workers Compensation Insurance

Such insurance shall be in an amount and form to meet all applicable requirements of the Labor Code of the State of California.

D. Professional Liability Insurance

Such insurance shall cover liability arising from any error, omission, or negligent or wrongful act of CONTRACTOR or its employees, with a limit of liability of not less than one million dollars (\$1,000,000) per medical incident for medical malpractice liability, or of not less than one million dollars (\$1,000,000) per occurrence for all other types of professional liability. Only CONTRACTORS, who have a professional liability exposure relating to the work performed for COMMISSION under the terms of this

contract, are required to provide evidence of Professional Liability coverage.

E. Property Insurance

Such insurance shall be required only in the event the Contract is providing funds for real property or personal property, including equipment and has an ownership interest in that property. Coverage on real and personal property shall be on a replacement cost basis, written on a Special Causes of Loss form including employee dishonesty coverage, with a deductible no greater than \$1,000 each occurrence. COMMISSION shall be named as Loss Payee, as their interest may appear.

F. Crime Coverage Insurance

Such insurance shall be in the amount not less than twenty-five thousand dollars (\$25,000) covering against loss of money, securities, or other property referred to hereunder which may result from employee dishonesty, forgery or alteration, theft, disappearance and destruction, computer fraud, burglary and robbery.

Evidence of Self Insurance

Legally adequate evidence of self-insurance meeting the approval of the COMMISSION'S Legal Counsel may be substituted for any coverage required above. CONTRACTOR must submit a copy of the self-insured certificate issued by the State of California.

XV. LIABILITY AND INDEMNIFICATION

To the full extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless COMMISSION, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, actual attorney fees incurred by CONTRACTOR, court costs, interest, defense costs including expert witness fees and any other costs or expenses of any kind whatsoever incurred in relation to, as a consequence of or arising out of or in any way attributable in whole or in part to CONTRACTOR'S performance of this Contract including, without limitation, matters of active or passive negligence on the part of the COMMISSION. This duty to indemnify and defend shall not extend to such losses, actions, or damages arising out of or caused by COMMISSION'S sole negligence as determined by a court of competent jurisdiction.

XVI.ACCOUNTABILITY

- A. The CONTRACTOR will work under the direction of Evelyn V. Martinez, Executive Director of Los Angeles County Children and Families First – Proposition 10 Commission (aka First 5 LA) and/or designated departmental director(s) of Planning and Development, Grants Management, Contracts/Legal Compliance, Finance, Public Affairs, and/or Research and Evaluation to ensure appropriate documents and activities are in compliance. The CONTRACTOR shall copy all communications to designated director(s) and will deliver routine updates and check-ins including preliminary reports (Exhibit E) and final reports (Exhibit F), over the course of this Contract period.
- B. The COMMISSION will make relevant, non-confidential and non-privileged information available and accessible to the CONTRACTOR in order to successfully complete the project.
- C. The CONTRACTOR will deliver all work and final products on time and on budget unless otherwise agreed upon in writing and in advance by COMMISSION and CONTRACTOR, with the highest degree of quality and service to the COMMISSION.
- D. Both CONTRACTOR and COMMISSION will conduct themselves and their work in an ethical manner with high integrity and respect for the individuals involved in this process.
- E. COMMISSION reserves the right to modify this CONTRACT and the programs and services provided by CONTRACTOR pursuant to this Contract based on the results of its evaluation(s) and review(s). In addition, COMMISSION may use the results of such evaluation(s) and review(s) in decisions regarding possible future funding, extension, or renewal of CONTRACTOR'S program and service. The evaluation(s) shall include, but are not limited to, Contract compliance and the effectiveness of program planning and implementation. COMMISSION at its sole discretion will conduct on-going assessments of the program and reserves the right to convert this Contract to a performance-based contract at any time throughout its duration, if COMMISSION deems it necessary for the attainment of the program/project deliverables and required results.
- F. CONTRACTOR is required to comply with Section 3410 of the Public Contracts Code which requires preference to United States-grown produce and United States-processed foods when there is a choice and it is economically feasible to do so.

- G. CONTRACTOR is required to comply with Chapter 3.5 Section 22150 Part 3 - Division 2 of the Public Contracts Code which required the purchase of recycled products, instead of non-recycled products, whenever recycled products are available at the same or lesser total cost than non-recycled items. CONTRACTOR may give preference to suppliers of recycled products and may define the amount of this preference.
- H. CONTRACTOR is responsible for providing timely notification to the COMMISSION on any major changes to CONTRACTOR'S financial system that may impact the funded project or service under this Contract
- I. Any change whatsoever in the corporate structure of CONTRACTOR, the governing body of CONTRACTOR, the management of CONTRACTOR, or the transfer of assets of CONTRACTOR shall be deemed an assignment of benefits under the terms of this Contract requiring COMMISSION approval.
- J. CONTRACTOR is responsible for the timely notification to the COMMISSION on any material changes in the CONTRACTOR'S primary funding sources or overall organization funding that may impact the CONTRACTOR'S accountability on the funded project under this Contract.
- K. The CONTRACTOR shall not provide technical assistance to any grantee, agency, and/or collaborators with which the CONTRACTOR has a prior or existing business relationship as outlined in Section XII.

XVII. INTERPRETATION AND JURISDICTION

This Contract shall be interpreted pursuant to the laws of the State of California. CONTRACTOR expressly agrees that the jurisdiction and venue for any litigation or arbitration brought to enforce any term of this Contract shall be in state court in Los Angeles County, California, and CONTRACTOR hereby consents to such jurisdiction and venue.

XVIII. COMPLIANCE WITH APPLICABLE LAWS

CONTRACTOR shall conform to and abide by all Municipal, County, State of California and Federal laws and regulations, and ordinances licensing and accrediting authorities, insofar as the same or any of them are applicable. This includes standards of professional ethics governing the use of assessment tools, the provision of services via the Internet and telephone, and the dissemination of information and educational materials.

XIX. PAYMENTS TERMS

All checks are to be made out to the County of Los Angeles- Department of Public Health. Monthly invoices based on expenses already incurred and paid by the CONTRACTOR (hereafter referred to as "actual expenses") are to be submitted by the CONTRACTOR to the COMMISSION by the 20th day of each month and must be addressed to the attention of Evelyn V. Martinez, Executive Director of the Los Angeles County Children and Families First Proposition 10 Commission (aka First 5 LA). Within ten (10) business days following COMMISSION'S receipt of a properly completed invoice, COMMISSION shall notify CONTRACTOR in writing of any disputed amounts included on the invoice. COMMISSION agrees to pay CONTRACTOR all undisputed amounts included on the invoice within thirty (30) calendar days of receipt of the invoice. All invoices submitted on or before 20th day of the month, will be processed in manner outlined above. LATE INVOICES WILL BE PROCESSED IN THE SUBSEQUENT MONTH FROM DATE OF RECEIPT. Final payment will be made based on successful completion of the Contract and reports have been submitted to the COMMISSION. If CONTRACTOR does not comply with the timeframe set forth in this Section, CONTRACTOR will be considered out of compliance and may be subject to sanctions including but not limited to a penalty not to exceed five percent (5%) of each outstanding invoice.

XX. LIMITATION OF COMMISSION OBLIGATIONS DUE TO LACK OF FUNDS

COMMISSION'S payment obligations pursuant to this Contract are payable solely from funds appropriated by COMMISSION for the purpose of this Contract. CONTRACTOR shall have no recourse to any other funds allocated to or by COMMISSION. CONTRACTOR acknowledges that the funding for this Contract is limited to the term of the Contract only, with no future funding promised or guaranteed.

The COMMISSION and the CONTRACTOR expressly agree that full funding for the Contract over the entire Term of Contract is contingent on the continuing collection of tax revenues pursuant to Proposition 10 and the continuing allocation of Los Angeles County's share of those revenues to the COMMISSION. In the event of any repeal, amendment, interpretation, or invalidation of any provision of Proposition 10 that has the effect of reducing or eliminating the COMMISSION'S receipt of Proposition 10 tax revenues, or any other unexpected material decline in the COMMISSION'S revenues, the COMMISSION may reduce or eliminate funding for current or subsequent Contract years at a level that is generally proportionate to the reduction.

XXI. TERMINATION OF SERVICES

Either party may terminate this Contract after providing ten (10) days written notice to the other party at the address first set forth above. When CONTRACTOR'S services conclude, all unpaid fees and expenses become due and payable. Upon such termination, only those documented, earned and unpaid fees and expenses earned by CONTRACTOR prior to such termination pursuant to the budget attached hereto as Exhibit B shall become due and payable. Any amount paid in advance to CONTRACTOR and not yet earned shall be refunded to COMMISSION within thirty (30) calendar days of termination.

In the event, either party has violated any significant terms or conditions of this Contract and/or committed an act or offense which indicates a lack of business integrity or business dishonesty, the COMMISSION and/or CONTRACTOR shall immediately terminate this Contract.

XXII. ENTIRE UNDERSTANDING

This document and the Exhibits which are hereby incorporated and referenced constitute the entire understanding and agreement of the parties, and any and all prior agreements, contracts, understandings, and representations are hereby terminated and cancelled in their entirety and are of no further force or effect. The provisions of this Contract shall govern over any inconsistent provisions contained in any exhibit hereto.

XXIII. ATTORNEY FEES

The prevailing party in any legal action brought due to a material breach by the other, or to enforce the terms of this Contract, shall be entitled to recover its costs of suit including, without limitation, reasonable attorneys fees.

XXIV. RECORDS AND AUDITS

COMMISSION reserves the right at any time during CONTRACTOR business hours at its discretion and upon reasonable notice to audit, examine records and require supporting documentation such as employee timesheets and invoices, to substantiate CONTRACTOR reported expenses and basic service level estimates of work completed.

XXV. NOTICES

Any notices, reports, or invoices required by this Contract shall be deemed received on: (a) the day of delivery if delivered by hand or overnight courier service during CONTRACTOR'S and COMMISSION'S regular business hours or by facsimile before or during CONTRACTOR'S regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, addressed as set forth below, or to such other addresses as the Parties may, from time to time, designate in writing.

Notices to CONTRACTOR

Notices will be sent to CONTRACTOR addressed as follows:

Primary Contact Person	Telephone	E-mail
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Fiscal Contact Person	Telephone	E-mail
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CONTRACTOR Name

CONTRACTOR Address

Notices to COMMISSION

Notices sent to COMMISSION shall be addressed as follows:

FIRST 5 LA
Attention: Evelyn V. Martinez, Executive Director
750 North Alameda Street, Suite 300
Los Angeles, California 90012

CONTRACT NUMBER: 07509

With a copy of any Contract changes or amendments to:

Craig A. Steele
Richards, Watson & Gershon
355 S. Grand Avenue, 40th Floor
Los Angeles, California 90071

Notice of Delays

When either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of any provisions of this Contract, that party shall, within three (3) business days, give written notice, including relevant information, to the other party.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

CONTRACT NUMBER: 07509

XXVI.SIGNATURES

In WITNESS WHEREOF, this Contract has been executed as of the date set forth above by the respective duly authorized signatories below.

CONTRACTOR
Agreed & Accepted

Jonathan E. Freedman
Chief Deputy Director
County of Los Angeles-
Department of Public Health

Date

COMMISSION

Approved as to form:

Craig A. Steele
Legal Counsel

Date

Agreed & Accepted:

Evelyn V. Martinez
Executive Director
Los Angeles County Children and Families First
Proposition 10 Commission (aka First 5 LA)

Date

behavioral risk factors, and access to and utilization of primary health care and preventive health care services, and perceptions about health related issues by County residents; and

WHEREAS, County and Contractor agree such health survey services are intermittent in nature over the term of this Agreement; and

WHEREAS, Contractor possesses the competence, expertise, and personnel, to collect such information and provide the other health survey services as described herein; and

WHEREAS, Contractor is willing to provide the services described herein for and in consideration of the payments provided under this Agreement and under the terms and conditions hereafter set forth; and

WHEREAS, the term "Director" as used herein refers to Director of County's DPH, or his authorized designee(s) (hereafter jointly referred to as "Director"); and

WHEREAS, County is authorized by government Code Section 31000 to contract for these services.

NOW, THEREFORE, the parties hereto agree as follows:

1. TERM: The term of this Agreement shall commence effective upon date of execution by both parties, but no sooner than Board approval, and shall continue, in full force and effect unless sooner canceled or terminated as provided herein, through August 31, 2011 with an optional month-to-month no cost extension for an additional six months, through February 28, 2012, after delivery of the data file, to allow time for any necessary post-survey adjustments

to the dataset, at no additional cost to DPH. The extension is at the sole discretion of the Director at the time of the conclusion.

Contract shall use such funds only to pay for services as set forth in Paragraph 5 Billing and Payment and Exhibit A, attached hereto and incorporated herein by reference, and only to the extent such funds are reimbursable to County by its grantees.

In any event, this Agreement may be canceled or terminated at any time by either party, with or without cause, upon the giving of at least thirty (30) calendar days advance written notice to the other party. Further, County may also suspend the performance of services hereunder, in whole or in part, upon the giving of at least a thirty (30) calendar days advance written notice to Contractor. County's notice shall set forth the extent of the suspension and the requirements for full restoration of the performance obligations.

Notwithstanding any other provision of this Agreement, the failure of Contractor or its officers, employees, agents, or subcontractors, to comply with the terms of this Agreement or any written directives by or on behalf of County issued pursuant hereto shall constitute a material breach hereto, and this Agreement may be terminated by County immediately. County's failure to exercise this right of termination shall not constitute a waiver of such right, which may be exercised at any subsequent time.

2. DESCRIPTION OF SERVICES:

A. Contractor shall provide services in the form as described in the

Body of this Agreement and Exhibit "A", Statement of Work, which is attached hereto and incorporated herein by reference.

B. Contractor acknowledges that the quality of service(s) provided under this agreement shall be at least equivalent to that which Contractor provides to all other client it serves.

3. MAXIMUM OBLIGATION OF COUNTY:

During the period from January 1, 2009 through August 31, 2011 the maximum obligation of County for all services provided under this Agreement shall not exceed One Million, Three Hundred Seventy-Five Thousand, and Nine Hundred Eighty-Nine Dollars (\$ 1,375,989), thereafter with an optional no cost extension for six months, on a month-to-month basis through February 28, 2012, as set forth in "Schedule 1" attached hereto and incorporated herein by reference..

Contractor shall use such funds only to pay for services and only to the extent such funds are reimbursable to County by its grantees.

4. NONEXCLUSIVITY: Contractor acknowledges that it is not the exclusive provider to County of the services to be provided under the terms of this Agreement, and that County has, or intends to enter into, contracts with other providers of said services.

5. BILLING AND PAYMENT:

A. County agrees to compensate Contractor in accordance with the payment structure set forth in Exhibit A, and Schedule 1, attached hereto and incorporated herein reference.

B. "Provision of Services" as used in this Paragraph includes time spent performing any of the service activities designated in the Exhibit(s), Attachment(s), including but not limited to, any time spent on the preparation for such activities.

C. All invoices under this agreement shall be submitted directly to the Department of Public Health, Office of Health Assessment and Epidemiology (OHAE); 313 North Figueroa Street, Room 127; Los Angeles, California 90012-2659, no later than fifteen (15) working days after the end of each calendar month.

D. In no event shall County be required to pay Contractor more than the maximum obligation of County as set forth in MAXIMUM OBLIGATION OF COUNTY Paragraph of this Agreement unless otherwise revised or amended under the terms of this Agreement.

E. Submission of Outstanding/Final Invoices and Non- Payment of Invoices: Upon expiration or prior termination of this Agreement, Contractor shall submit to OHAE, within thirty (30) calendar days, any outstanding and/or final invoice(s) for processing and payment. Contractor's failure to submit any outstanding and/or final invoice(s) to OHAE within the specified period described above shall constitute Contractor's waiver to receive payment for any outstanding and/or final invoices.

F. Contractor Budget and Expenditures Reduction Flexibility: In order for County to maintain flexibility with regards to budget and

expenditure reductions, Contractor agrees that Director may cancel this Agreement, without cause, upon the giving of thirty (30) calendar days written notice to Contractor; or notwithstanding, Alteration of Terms paragraph, of this Agreement, Director may, consistent with federal, State, and/or County budget reductions, renegotiate the scope/description of work, maximum obligation, and budget of this Agreement via an Administrative Amendment, as mutually agreed to and executed by the parties therein.

6. FUNDING/SERVICES ADJUSTMENTS AND REALLOCATIONS:

A. If sufficient monies are available from federal, State, or County funding sources, and upon Director's or his authorized designee's specific written approval, County may require additional services and pass on to Contractor an increase to the applicable County maximum obligation as payment for such services, as determined by County. For the purposes of this provision, Director's authorized designee shall be the Chief Deputy Director, Public Health or his designee. If monies are reduced by federal, State, or County funding sources, County may also decrease the applicable County maximum obligation as determined by County. Such funding changes will not be retroactive, but will apply to future services following the provision of written notice from Director to Contractor. If such increase or decrease does not exceed twenty-five percent (25%) of the applicable County maximum obligation, Director may approve such funding changes. Director shall provide prior written notice of such

funding changes to Contractor and to County's Chief Executive Officer. If the increase or decrease exceeds twenty-five percent (25%) of the applicable County maximum obligation, approval by County's Board of Supervisors shall be required. Any such change in any County maximum obligation shall be effected by an amendment to this Agreement pursuant to the ALTERATION OF TERMS Paragraph of this Agreement.

County and Contractor shall review Contractor's expenditures and commitments to utilize any funds, which are specified in this Agreement for the services hereunder and which are subject to time limitations as determined by Director, midway through each County fiscal year during the term of this Agreement, midway through the applicable time limitation period for such funds if such period is less than a County fiscal year, and/or at any other time or times during each County fiscal year as determined by Director. At least fifteen (15) calendar days prior to each such review, Contractor shall provide Director with a current update of all of Contractor's expenditures and commitments of such funds during such County fiscal year or other applicable time period.

If County determines from reviewing Contractor's records of service delivery and billings to County that a significant underutilization of funds provided under this Agreement will occur over its term, Director or County's Board of Supervisors may reduce the applicable County maximum obligation for services provided hereunder and reallocate such funds to other providers. Director may reallocate a maximum of twenty-

five percent (25%) of the applicable County maximum obligation or One Hundred Thousand Dollars (\$100,000), whichever is greater. Director shall provide written notice of such reallocation to Contractor and to County's Chief Executive Officer. Reallocation of funds in excess of the aforementioned amounts shall be approved by County's Board of Supervisors. Any such change in any County maximum obligation shall be effected by an amendment to this Agreement pursuant to the ALTERATION OF TERMS Paragraph of this Agreement.

7. BUDGET REDUCTION: In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Agreement correspondingly for that fiscal year and any subsequent fiscal year during the term of this Agreement (including any extensions), and the services to be provided by the Contractor under this Agreement shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Agreement.

8. COUNTY'S OBLIGATION FOR FUTURE FISCAL YEARS:

Notwithstanding any other provision of this Agreement, County shall not be

obligated for services performed hereunder, or by any provision of this Agreement, during any of County's fiscal years (July 1 – June 30) unless and until County's Board of Supervisors appropriates funds for this Agreement in County's Budget for each fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall be deemed to have terminated on June 30th of the last County fiscal year for which funds were appropriated. County shall notify Contractor in writing of such non-appropriation of funds at the earliest possible date. If for any reason the funding which funds this Agreement is terminated or reduced, County shall have the right to immediately terminate this Agreement in whole or in part. Notice of such termination shall be served upon Contractor in writing.

9. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF AGREEMENT: Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/ termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement

10. INDEMNIFICATION: Contractor shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers,

employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement.

11. GENERAL PROVISIONS FOR ALL INSURANCE COVERAGES:

Without limiting Contractor's indemnification of County and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 11 and 12 of this Agreement. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Agreement.

A. Evidence of Coverage and Notice to County: Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Agreement.

Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves

the right to obtain complete, certified copies of any required Contractor and/or subcontractor insurance policies at any time.

Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party names on the Certificate shall match the name of the Contractor identified as the contracting party in this Agreement.

Certificates shall provide the full name of each insurer providing coverage, its National Association of Insurance Commissioners (NAIC) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding Fifty Thousand Dollars (\$50,000), and list any County required endorsement forms.

Neither the County's failure to obtain, nor County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be delivered to:

County of Los Angeles

Department of Public Health

Office of Health Assessment and Epidemiology

313 North Figueroa Street, Room 127

Los Angeles, California 90012

Attention: Insert the name

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on county property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its subcontractors which arises from or relates to this Agreement, and could result in the filing of a claim or lawsuit against Contractor and/or County.

B. Additional Insured Status and Scope of Coverage: The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic

additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

C. Cancellation of Insurance: Except in the case of cancellation for non-payment of premium, Contractor's insurance policies shall provide, and Certificates shall specify, that County shall receive not less than thirty (30) days advance written notice by mail of any cancellation of the Required Insurance. Ten (10) days prior notice may be given to County in event of cancellation for non-payment of premium.

D. Failure to Maintain Insurance: Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of this Agreement, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Agreement. County, at its sole discretion, may obtain damages from Contractor resulting from said breach.

E. Insurer Financial Ratings: Insurance coverage shall be placed with insurers acceptable to the County with an A.M. Best rating of not less than A:VII unless otherwise approved by County.

F. Contractor's Insurance Shall Be Primary: Contractor's insurance policies, with respect to any claims relates to this Agreement, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

G. Waivers of Subrogation: To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s') rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Agreement. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

I. Subcontractor Insurance Coverage Requirements: Contractor shall include all subcontractors as insured under Contractor's own policies, or shall provide County with each subcontractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each subcontractor complies with the Required Insurance provisions herein, and shall require that each subcontractor name the County and Contractor as additional insured on the subcontractor's General Liability policy. Contractor shall obtain County's prior review and approval of any subcontractor request for modification of the Required Insurance.

J. Deductibles and Self-Insured Retentions (SIRs): Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

K. Claims Made Coverage: If any part of the Required Insurance is written on a claim made basis, any policy retroactive date shall precede the effective date of this Agreement. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

L. Application of Excess Liability Coverage: Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

M. Separation of Insureds: All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

N. Alternative Risk Financing Programs: The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

O. County Review and Approval of Insurance Requirements: The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

12. INSURANCE COVERAGE REQUIREMENTS:

A. Commercial General Liability Insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than the following:

General Aggregate:	\$2 Million
Products/Completed Operations Aggregate:	\$1 Million
Personal and Advertising Injury:	\$1 Million
Each Occurrence:	\$1 Million

Such coverage also shall cover liability arising from any actual or alleged infringement of any patent or copyright, or other property rights of any third party. The policy also shall be endorsed to provide media liability coverage for claims arising out of Contractor's placement of print and audiovisual media. Alternatively, Contractor may provide such media liability coverage under a separate policy or through Contractor's errors and omissions policy.

B. Automobile Liability Insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 Million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Agreement, including "owned", "leased", "hired" and/or "non-owned" vehicles, or coverage for "any auto", as each may be applicable.

C. Workers Compensation and Employers' Liability: Insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

D. Professional Liability/Errors Omissions Insurance: Insurance covering Contractor's liability arising from or related to this Agreement, with limits of not less than \$1 Million per occurrence and/or claim and \$2 Million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

13. ASSIGNMENT AND DELEGATION:

A. Contractor shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment

or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under this Agreement shall be deductible, at County's sole discretion, against the claims, which Contractor may have against County.

B. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.

C. Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of this Agreement. In the event of such

termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

14. SUBCONTRACTING:

A. For purposes of this Agreement, subcontracts shall be approved by Director. Contractor's written request to Director for approval to enter into a subcontract shall be made at least thirty (30) calendar days prior to the subcontractor's proposed effective date, and shall include:

(1) Identification of the proposed subcontractor (who shall be licensed and appropriate for provisions of subcontracted services) and an explanation of why and how the proposed subcontractor was selected, including the degree of competition involved.

(2) A detailed description of the services to be provided by the subcontractor.

(3) The proposed subcontract amount and manner of compensation, if any, together with Contractor's cost or price analysis thereof.

(4) A copy of the proposed subcontract. Any later modification of such subcontract shall take the form of a formally written subcontract amendment which also must be approved in writing by Director in the same manner as described above, before such amendment is effective.

(5) Any other information and/or certification(s) requested by Director.

B. Director shall review Contractor's request to subcontract and shall determine, in his/her sole discretion, whether or not to consent to such a request on a case-by-case basis.

C. At least thirty (30) calendar days prior to the subcontract's proposed effective date, Contractor shall submit for review and approval to Director, a copy of the proposed subcontract instrument. With the Director's written approval of the subcontract instrument, the subcontract may proceed.

D. Subcontracts shall be made in the name of Contractor and shall not bind nor purport to bind County. The making of subcontracts hereunder shall not relieve Contractor of any requirements under this Agreement, including, but not limited to, the duty to properly supervise and coordinate the work of subcontractors. Further, Director's approval of any subcontract shall also not be construed to limit in any way, any of County's rights or remedies contained in this Agreement.

E. In the event that Director consents to any subcontracting, Contractor shall be solely liable and responsible for any and all payments or other compensation to all subcontractors, and their officers, employees, and agents.

F. In the event that County consents to any subcontracting, such consent shall be subject to County's right to give prior and continuing approval of any and all subcontractor personnel providing services under such subcontract. Contractor shall assure that any subcontractor

personnel not approved by County shall be immediately removed from the provision of any services under the particular subcontract or that another action is taken, as requested by County.

G. In the event that County consents to any subcontracting, such consent shall be subject to County's right to terminate, in whole or in part, any subcontract at any time upon written notice to Contractor when such action is deemed by County to be in its best interest. County shall not be liable or responsible in any way to Contractor, or any subcontractor, or to any officers, employees, or agents, of Contractor, or any subcontractor, for any liability, damages, costs, or expenses, arising from or related to County's exercising of such a right.

H. Contractor shall deliver to Director a fully executed copy of each subcontract entered into by Contractor, as it pertains to the provision of services under this Agreement, on or immediately after the effective date of the subcontract, but in no event, later than the date any services are to be performed under the subcontract.

I. Director is hereby authorized to act for and on the behalf of County pursuant to this Paragraph, including but not limited to, consenting to any subcontracting.

15. COMPLIANCE WITH APPLICABLE LAW:

A. In the performance of this Agreement, Contractor shall comply with all applicable federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required

thereby to be included in this Agreement are hereby incorporated herein by reference. To the extent there is any conflict between federal and State or local laws, the former shall prevail.

B. Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 15 and Paragraph 10 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement,

agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

C. The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

16. ADDITIONAL PROVISIONS: Attached hereto and incorporated herein by reference, is a document labeled "ADDITIONAL PROVISIONS" of which the terms and conditions therein contained are part of this Agreement.

17. CONSTRUCTION: To the extent there are any rights, duties, obligations, or responsibilities enumerated in the recitals or otherwise in this Agreement, they shall be deemed a part of the operative provisions of this Agreement and are fully binding upon the parties.

18. CONFLICT OF TERMS: To the extent there exists any conflict between the language of this Agreement (including its ADDITIONAL PROVISIONS) and that of any of the Exhibit(s), Attachment(s), Schedule(s), and any other documents incorporated herein by reference attached hereto, the language in this Agreement shall govern and prevail.

19. ALTERATION OF TERMS: This Agreement (including its ADDITIONAL PROVISIONS), and any Exhibit(s), Attachment(s), Schedule(s), and any other documents incorporated herein by reference attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Agreement. No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their

officers, agents or employees, shall be valid and effective unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties in the same manner as this Agreement.

20. CONTRACTOR'S OFFICES: Contractor's office is located at 8403 Colesville Road, Suite 820, Silver Spring, Maryland 20910. Contractor's business telephone number is (301) 608-3883, facsimile (FAX) number is (301) 608-3888, and Electronic Mail (e-mail) address is J.BOYLE@srbi.com. Contractor shall notify in writing County's Director, any change in its primary business address, business telephone number, used in the provision of services herein, at least ten (10) days prior to the effective date thereof.

If during the term of this Agreement, the corporate or other legal status of Contractor changes, or the name of Contractor changes, then Contractor shall notify County's Director, in writing detailing such changes at least thirty (30) days prior to the effective date thereof.

21. NOTICES: Any and all notices required, permitted, or desired to be given hereunder by one party to the other shall be in writing and shall be delivered to the other party personally or by United States mail, certified or registered, postage prepaid, return receipt requested, to the parties at the following addresses and to the attention of the person named. Director shall have the authority to issue (execute) all notices which are required or permitted by County hereunder. Addresses and persons to be notified may be changed by the parties by giving at least (10) calendar days prior written notice thereof to the parties:

A. Notices to County shall be addressed as follows:

- (1) Department of Public Health
Office of Health Assessment and Epidemiology
313 North Figueroa Street, Room 127
Los Angeles, California 90012-2659

Attention: Director

- (2) Department of Public Health
Contracts and Grants Division
313 North Figueroa Street, 6th Floor-West
Los Angeles, California 90012-2659

Attention: Division Chief

B. Notices to Contractor shall be addressed as follows:

- (1) Abt SRBI, Incorporated
8403 Colesville Road, Suite 820
Silver Spring, Maryland 20910

Attention: John M. Boyle, Ph.D.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los

Angeles has caused this Agreement to be subscribed by its Director, and Contractor has caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
JONATHAN E. FIELDING, M.D. MPH
Director and Health Officer

Abt SRBI, Incorporated
Contractor

By _____
Signature

Print Name

Title _____
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
ROBERT E. KALUNIAN
Acting County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Public Health

By _____
Gary T. Izumi, Chief
Contracts and Grants Division

10/07/09 revised

ADDITIONAL PROVISIONS

DEPARTMENT OF PUBLIC HEALTH

OFFICE OF HEALTH ASSESSMENT AND EPIDEMIOLOGY

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**DEPARTMENT OF PUBLIC HEALTH
OFFICE OF HEALTH ASSESSMENT AND EPIDEMIOLOGY
SERVICE AGREEMENT**

1. ADMINISTRATION: County's Director of Public Health or his/her authorized designee(s) (hereafter collectively "Director") shall have the authority to administer this Agreement on behalf of County. Contractor agrees to extend to Director the right to review and monitor Contractor's programs, policies, procedures, and financial and/or other records, and to inspect its facilities for contractual compliance at any reasonable time.

2. FORM OF BUSINESS ORGANIZATION AND FISCAL DISCLOSURE:

A. Form of Business Organization: Contractor shall prepare and submit, to Director upon request, a statement executed by Contractor's duly constituted officers, containing the following information:

(1) The form of Contractor's business organization, i.e., sole-proprietorship, partnership, or corporation.

(2) Articles of Incorporation and by-laws.

(3) A detailed statement indicating whether Contractor is totally or substantially owned by another business organization.

(4) A detailed statement indicating whether Contractor totally or partially owns any other business organization that will be providing

services, supplies, materials, or equipment to Contractor or in any manner does business with Contractor under this Agreement.

(5) If, during the term of this Agreement, the form of Contractor's business organization changes, or the ownership of Contractor changes, or the Contractor's ownership of other businesses dealing with Contractor under this Agreement changes, Contractor shall notify Director in writing detailing such changes within thirty (30) calendar days prior to the effective date thereof.

B. Fiscal Disclosure: Contractor shall prepare and submit to Director, within ten (10) calendar days following execution of this Agreement a statement, executed by Contractor's duly constituted officers, containing the following information:

(1) A detailed statement listing all sources of funding to Contractor including private contributions. The statement shall include the nature of the funding, services to be provided, total dollar amount, and period of time of such funding.

(2) If during the term of this Agreement, the source(s) of Contractor's funding changes, Contractor shall promptly notify Director in writing detailing such changes.

3. NONDISCRIMINATION IN SERVICES: Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin,

ethnic group identification, ancestry, sex, age, or condition of physical or mental handicap, in accordance with requirements of federal and State laws, or in any manner on the basis of the client's/ patient's sexual orientation. For the purpose of this Paragraph, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of the facility; providing any service or benefit to any person which is not equivalent, or is provided in a non-equivalent manner, or at a non-equivalent time, from that provided to others; subjecting any person to segregation or separate treatment in any manner related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit. Contractor shall take affirmative action to ensure that intended beneficiaries of this Agreement are provided services without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, condition of physical or mental handicap, or sexual orientation.

Facility access for handicapped must comply with the Rehabilitation Act of 1973, Section 504, where federal funds are involved, and the Americans with Disabilities Act.

Contractor shall further establish and maintain written procedures under which any person, applying for or receiving services hereunder, may seek resolution from Contractor of a complaint with respect to any alleged discrimination in the provision of

services by Contractor's personnel. Such procedures shall also include a provision whereby any such person, who is dissatisfied with Contractor's resolution of the matter, shall be referred by Contractor to the Director, for the purpose of presenting his or her complaint of alleged discrimination. Such procedures shall also indicate that if such person is not satisfied with County's resolution or decision with respect to the complaint of alleged discrimination, he or she may appeal the matter to the State Department of Health Services' Affirmative Action Division. At the time any person applies for services under this Agreement, he or she shall be advised by Contractor of these procedures. A copy of such nondiscrimination in services policy and procedures, as identified hereinabove, shall be posted by Contractor in a conspicuous place, available and open to the public, in each of Contractor's facilities where services are provided hereunder.

4. NONDISCRIMINATION IN EMPLOYMENT:

A. Contractor certifies and agrees, pursuant to the Americans with Disabilities Act, the Rehabilitation Act of 1973, and all other federal and State laws, as they now exist or may hereafter be amended, that it shall not discriminate against any employee or applicant for employment because of, race, color, religion, national origin, ethnic group identification, ancestry, sex, age, or condition of physical or mental handicap, or sexual orientation. Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, condition of

physical or mental handicap, or sexual orientation in accordance with requirements of federal and State laws. Such action shall include, but shall not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor shall post in conspicuous places in each of Contractor's facilities providing services hereunder, positions available and open to employees and applicants for employment, and notices setting forth the provisions of this Paragraph.

B. Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, condition of physical or mental handicap, or sexual orientation, in accordance with requirements of federal and State laws.

C. Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract of understanding a notice advising the labor union or workers' representative of Contractor's commitments under this Paragraph.

D. Contractor certifies and agrees that it shall deal with its subcontractors, bidders, or vendors without regard to race, color, religion, national origin, ethnic

group identification, ancestry, sex, age, condition of physical or mental handicap, or sexual orientation, in accordance with requirements of federal and State laws.

E. Contractor shall allow federal, State, and County representatives, duly authorized by Director, access to its employment records during regular business hours in order to verify compliance with the anti-discrimination provisions of this Paragraph. Contractor shall provide such other information and records as such representatives may require in order to verify compliance with the anti-discrimination provisions of this Paragraph.

F. If County finds that any provisions of this Paragraph have been violated, the same shall constitute a material breach of contract upon which Director may suspend or County may determine to terminate this Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated federal or State anti-discrimination laws shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Agreement.

G. The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Paragraph, County shall be entitled, at its option, to the sum of Five Hundred Dollars (\$500) pursuant to California Civil Code

Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Agreement.

5. FAIR LABOR STANDARDS ACT: Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless County, its agents, officers, and employees from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law including, but not limited to, the Federal Fair Labor Standards Act for services performed by Contractor's employees for which County may be found jointly or solely liable.

6. EMPLOYMENT ELIGIBILITY VERIFICATION: Contractor warrants that it fully complies with all federal statutes and regulations regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in federal statutes and regulations. Contractor shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by federal statutes and regulations, as they currently exist and as they may be hereafter amended. Contractor shall retain such documentation for all covered employees for the period prescribed by law. Contractor shall indemnify, defend, and hold harmless County, its officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of

federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

7. CONTRACTOR'S WILLINGNESS TO CONSIDER COUNTY'S EMPLOYEES FOR EMPLOYMENT: Contractor agrees to receive referrals from County's Department of Human Resources of qualified permanent employees who are targeted for layoff or qualified former employees who have been laid off and are on a reemployment list during the life of this Agreement. Such referred permanent or former County employees shall be given first consideration of employment as Contractor vacancies occur after the implementation and throughout the term of this Agreement.

Notwithstanding any other provision of this Agreement, the parties do not in any way intend that any person shall acquire any rights as a third party beneficiary of this Agreement.

8. CONSIDERATION OF GAIN/GROW PROGRAM PARTICIPANTS FOR EMPLOYMENT: Should Contractor require additional or replacement personnel after the effective date of this Agreement, Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence ("GAIN") or General Relief Opportunity for Work ("GROW") Programs who meet Contractor's minimum qualifications for the open position. The County will refer GAIN/GROW participants by job category to the Contractor.

9. RECORDS AND AUDITS:

A. Financial Records: Contractor shall prepare and maintain on a current basis, complete financial records in accordance with generally accepted accounting principles and also in accordance with written guidelines, standards, and procedures which may from time to time be promulgated by Director. Such records shall clearly reflect the actual cost of the type of service for which payment is claimed and shall include, but not be limited to:

(1) Books of original entry which identifies all designated donations, grants, and other revenues, including County, federal, and State revenues and all costs by type of service.

(2) A General Ledger.

(3) A written cost allocation plan which shall include reports, studies, statistical surveys, and all other information Contractor used to identify and allocate indirect costs among Contractor's various services. Indirect costs shall mean those costs incurred for a common or joint objective which cannot be identified specifically with a particular project or program

(4) Personnel records which show the percentage of time worked providing services claimed under this Agreement. Such records shall be corroborated by payroll timekeeping records, signed by the employee and approved by the employee's supervisor, which show time distribution by

programs and the accounting for total work time on a daily basis. This requirement applies to all program personnel, including the person functioning as the executive director of the program, if such executive director provides services claimed under this Agreement.

(5) Personnel records which account for the total work time of personnel identified as indirect costs in the approved contract budget. Such records shall be corroborated by payroll timekeeping records signed by the employee and approved by the employee's supervisor. This requirement applies to all such personnel, including the executive director of the program, if such executive director provides services claimed under this Agreement.

The entries in all of the aforementioned accounting and statistical records must be readily traceable to applicable source documentation (e.g., employee timecards, remittance advice, vendor invoices, appointment logs, client/patient ledgers). The client/patient eligibility determination and fees charged to, and collected from clients/patients must also be reflected therein. All financial records shall be retained by Contractor at a location in Southern California during the term of this Agreement and for a minimum period of five (5) years following expiration or earlier termination of this Agreement, or until federal, State and/or County audit findings are resolved, whichever is later. During such retention period, all such records shall be made available during normal business hours to authorized representatives of federal, State, or County

governments for purposes of inspection and audit. In the event records are located outside Los Angeles County, Contractor shall pay County for all travel, per diem, and other costs incurred by County for any inspection and audit at such other location.

C. Preservation of Records: If following termination of this Agreement Contractor's facility is closed or if ownership of Contractor changes, within forty-eight (48) hours thereafter, the Director is to be notified thereof by Contractor in writing and arrangements are to be made by Contractor for preservation of the client/patient and financial records referred to hereinabove.

D. Audit Reports: In the event that an audit of any or all aspects of this Agreement is conducted of Contractor by any federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, Contractor shall file a copy of each such audit report(s) with the Director and County's Department of Public Health ("DPH") – Financial Services Division; and County's Auditor Controller within thirty (30) calendar days of Contractor's receipt thereof, unless otherwise provided for under this Agreement, or under applicable federal or State regulations. To the extent permitted by law, County shall maintain the confidentiality of such audit report(s).

E. Independent Audit: Contractor's financial records shall be audited by an independent auditor for every year that this Agreement is in effect.

The audit shall satisfy the requirement of the Federal Office of Management and Budget (OMB) Circular Number A-133. The audit shall be

made by an independent auditor in accordance with Governmental Financial Auditing Standards developed by the Comptroller General of the United States, and any other applicable federal, State, or County statutes, policies, or guidelines. Contractor shall complete and file such audit report(s) with the County's DPH – Department of Public Health – Financial Services Division no later than the earlier of thirty (30) days after receipt of the auditor's report(s) or nine (9) months after the end of the audit period.

If the audit report(s) is not delivered by Contractor to County within the specified time, Director may withhold all payments to Contractor under all service agreements between County and Contractor until such report(s) is delivered to County.

The independent auditor's work papers shall be retained for a minimum of three (3) years from the date of the report, unless the auditor is notified in writing by County to extend the retention period. Audit work papers shall be made available for review by federal, State, or County representatives upon request.

F. Federal Access to Records: If, and to the extent that, Section 1861(v)(1)(I) of the Social Security Act [42 United States Code ("U.S.C.") Section 1395x(v)(1)(I)] is applicable, Contractor agrees that for a period of five (5) years following the furnishing of services under this Agreement, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of

the United States, or to any of their duly authorized representatives, the contracts, books, documents, and records of Contractor which are necessary to verify the nature and extent of the cost of services provided hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period with a related organization (as that term is defined under federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents, and records of the subcontractor.

G. Program/Fiscal Review: In the event County representatives conduct a program review or financial evaluation of Contractor, Contractor shall fully cooperate with County's representatives. Contractor shall allow County representatives access to all financial records, medical records, program records, and any other records pertaining to services provided under this Agreement. Additionally, Contractor shall make its personnel, facilities, and medical protocols available for inspection at reasonable times by authorized representatives of County. Contractor shall be provided with a copy of any written program review or financial evaluation reports. Contractor shall have the opportunity to review County's program review and financial evaluation reports, and shall have thirty (30) calendar days after receipt of County's findings to review the results and to provide documentation to County to resolve exceptions. If, at the end of the thirty

(30) day period, there remain exceptions which have not been resolved to the satisfaction of County's representatives, then the exception rate found in the audit or sample results thereafter shall be applied to the total County payments made to Contractor for all claims paid during the program review or financial evaluation period under review to determine Contractor's liability to County.

H. Failure to Comply: Failure of Contractor to comply with the terms of this Paragraph shall constitute a material breach of contract upon which Director may suspend or County may immediately terminate this Agreement.

10. REPORTS:

A. Contractor shall submit to County the following reports showing timely payment of employees' federal and State income tax withholding:

(1) Within ten (10) calendar days of filing with the federal or State government, a copy of the federal and State quarterly income tax withholding return, Federal Form 941, and State Form DE-3 or their equivalent.

(2) Within ten (10) calendar days of each payment, a copy of a receipt for or other proof of payment of federal and State employees' income tax withholding whether such payments are made on a monthly or quarterly basis. Required submission of the above quarterly and monthly reports by Contractor may be waived by Director based on Contractor's performance reflecting prompt and appropriate payment of obligations.

Requirements of this Subparagraph A shall not apply to governmental agencies.

B. Contractor shall make other reports as required by Director concerning Contractor's activities as they affect the contract duties and purposes contained herein. In no event, however, may County require such reports unless it has provided Contractor with at least thirty (30) calendar days' prior written notification thereof. County shall provide Contractor with a written explanation of the procedures for reporting the required information.

11. ANNUAL COST REPORT:

A. For each year, or portion thereof, that this Agreement is in effect, Contractor shall provide to County's DPH - OHAE one (1) original and one (1) copy of an annual cost report within thirty (30) calendar days following the close of the contract period

B. If this Agreement is terminated prior to the close of the contract period, the annual cost report shall be for that Agreement period which ends on the termination date. One (1) original and one (1) copy of such report shall be submitted within thirty (30) calendar days after such termination date to County's DPH - OHAE.

C. The primary objective of the annual cost report shall be to provide County with actual revenue and expenditure data for the contract period that shall serve as the basis for determining final amounts due to/from Contractor.

D. If the Annual Cost Report is not delivered by Contractor to County within the specified time, Director may withhold all payments to Contractor under all service agreements between County and Contractor until such report is delivered to County.

12. PUBLIC ANNOUNCEMENTS, LITERATURE: Contractor agrees that all materials, public announcements, literature, audiovisuals, and printed materials utilized in association with this Agreement, shall have prior written approval from the Director or his/her designee prior to its publication, printing, duplication, and implementation with this Agreement. All such materials, public announcements, literature, audiovisuals, and printed material shall include an acknowledgment that funding for such public announcements, literature, audiovisuals, and printed materials was made possible by the County of Los Angeles, Department of Public Health, Acute Communicable Disease Control Program and other applicable funding sources.

Contractor further agrees that all public announcements, literature, audiovisuals, and printed material developed or acquired by Contractor or otherwise, in whole or in part, under this Agreement, and all works based thereon, incorporated therein, or derived there from, shall be the sole property of County.

Contractor hereby assigns and transfers to County in perpetuity for all purposes all Contractors' rights, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights and all renewals and extensions thereof.

With respect to any such items which come into existence after the commencement date of the Agreement, Contractor shall assign and transfer to County in perpetuity for all purposes, without any additional consideration, all Contractor's rights, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights and all renewals and extensions thereof.

For the purposes of this Agreement, all such items shall include, but not be limited to, written materials (e.g., curricula, text for vignettes, text for public service announcements for any and all media types, pamphlets, brochures, fliers), audiovisual materials (e.g., films, videotapes), and pictorials (e.g., posters and similar promotional and educational materials using photographs, slides, drawings, or paintings).

13. CONFIDENTIALITY: Contractor agrees to maintain the confidentiality of its records and information including, but not limited to, billings, County records, and client/patient records, in accordance with all applicable federal, State, and local laws, ordinances, rules, regulations, and directives relating to confidentiality. Contractor shall inform all its officers, employees, agents, subcontractors, and others providing services hereunder of said confidentiality provision of this Agreement. Contractor shall indemnify and hold harmless County, its officers, employees, and agents, from and against any and all loss, damage, liability, and expense arising out of any disclosure of such records and information by Contractor, its officers, employees, agents, and subcontractors.

14. RESTRICTIONS ON LOBBYING:

A. Federal Certification and Disclosure Requirement: Because federal monies are to be used to pay for Contractor's services under this Agreement, Contractor shall comply with all certification and disclosure requirements prescribed by Section 319, Public Law 101-121 (Title 31, U.S.C., Section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Agreement also fully comply with all such certification and disclosure requirements.

B. County Lobbyists: Contractor and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of contract upon which Director may suspend or County may immediately terminate this Agreement.

15. UNLAWFUL SOLICITATION: Contractor shall require all of its employees performing services hereunder to acknowledge in writing understanding of and agreement to comply with the provisions of Article 9 of Chapter 4 of Division 3 (commencing with Section 6150) of the Business and Professions Code of the State of California (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or

capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of such provisions by its employees. Contractor shall utilize the attorney referral services of all those bar associations within Los Angeles County that have such a service.

16. BOARD OF DIRECTORS: Contractor's Board of Directors shall serve as the governing body of the agency. Contractor's Board of Directors shall be comprised of individuals as described in its by-laws; meet not less than required by the by-laws; and record statements of proceedings which shall include listings of attendees, absentees, topics discussed, resolutions, and motions proposed with actions taken, which shall be available for review by federal, State, or County representatives. The Board of Directors shall have a quorum present at each Board meeting where formal business is conducted. A quorum is defined as one person more than half of the total Board membership.

Contractor's Board of Directors shall oversee all agency contract-related activities. Specific areas of responsibility shall include executive management, personnel management, fiscal management, fund raising, public education and advocacy, Board recruitment and Board member development, i.e., training and orientation of new Board members and ongoing in-service education for existing members.

17. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, CERTIFICATES: Contractor shall obtain and maintain during the term of this

Agreement, all appropriate licenses, permits, registrations, accreditations, and certificates required by federal, State, and local law for the operation of its business and for the provision of services hereunder. Contractor shall ensure that all of its officers, employees, and agents who perform services hereunder obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, accreditations, and certificates required by federal, State, and local law which are applicable to their performance hereunder. Contractor shall provide a copy of each license, permit, registration, accreditation, and certificate upon request of County's Department of Public Health (DPH) - at any time during the term of this Agreement

18. CONFLICT OF INTEREST:

A. No County employee whose position in County enables him/her to influence the award or administration of this Agreement or any competing agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by Contractor, or have any other direct or indirect financial interest in this Agreement. No officer or employee of Contractor who may financially benefit from the provision of services hereunder shall in any way participate in County's approval, or ongoing evaluation, of such services, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such services.

B. Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this

Agreement. Contractor warrants that it is not now aware of any facts which create a conflict of interest. If Contractor hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to Director. Full written disclosure shall include, without limitation, identification of all persons implicated and complete description of all relevant circumstances.

19. PURCHASES:

A. Purchase Practices: Contractor shall fully comply with all Federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives, in acquiring all furniture, fixtures, equipment, materials, and supplies. Such items shall be acquired at the lowest possible price or cost if funding is provided for such purposes hereunder.

B. Proprietary Interest of County: In accordance with all applicable Federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives, County shall retain all proprietary interest, except their use during the term of this Agreement, in all furniture, fixtures, equipment, materials, and supplies, purchased or obtained by Contractor using any contract funds designated for such purpose. Upon the expiration or earlier termination of this Agreement, the discontinuance of the business of Contractor, the failure of Contractor to comply with any of the provisions of this Agreement, the bankruptcy of Contractor or its giving an assignment for the benefit of creditors, or the failure

of Contractor to satisfy any judgment against it within thirty (30) calendar days of filing, County shall have the right to take immediate possession of all such furniture, removable fixtures, equipment, materials, and supplies, without any claim for reimbursement whatsoever on the part of Contractor. County, in conjunction with Contractor, shall attach identifying labels on all such property indicating the proprietary interest of County.

C. Inventory Records, Controls, and Reports: Contractor shall maintain accurate and complete inventory records and controls for all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any contract funds designated for such purpose. Within ninety (90) calendar days following the effective date of this Agreement, Contractor shall provide Director with an accurate and complete inventory report of all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds designated for such purpose.

D. Protection of Property in Contractor's Custody: Contractor shall maintain vigilance and take all reasonable precautions, to protect all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any contract funds designated for such purpose, against any damage or loss by fire, burglary, theft, disappearance, vandalism, or misuse. Contractor shall contact OHAE, for instructions for disposition of any such property which is worn out or unusable.

E. Disposition of Property in Contractor's Custody: Upon the termination of the funding of any program covered by this Agreement, or upon the expiration or earlier termination of this Agreement, or at any other time that County may request, Contractor shall: (1) provide access to and render all necessary assistance for physical removal by Director or his authorized representatives of any or all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds designated for such purpose, in the same condition as such property was received by Contractor, reasonable wear and tear expected; or (2) at Director's option, deliver any or all items of such property to a location designated by Director. Any disposition, settlement, or adjustment connected with such property shall be in accordance with all applicable Federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives.

20. SERVICE DELIVERY SITE - MAINTENANCE STANDARDS: Contractor shall assure that the locations where services are provided under provisions of this Agreement are operated at all times in accordance with County community standards with regard to property maintenance and repair, graffiti abatement, refuse removal, fire safety, landscaping, and in full compliance with all applicable local laws, ordinances, and regulations relating to the property. County's periodic monitoring visits to Contractor's facilities shall include a review of compliance with the provisions of this Paragraph.

21. RETURN OF COUNTY MATERIALS: At expiration or earlier termination of this Agreement, Contractor shall provide an accounting of any unused or unexpended supplies purchased by Contractor with funds obtained pursuant to this Agreement and shall deliver such supplies to County upon County's request.

22. STAFFING AND TRAINING/STAFF DEVELOPMENT: Contractor shall operate continuously throughout the term of this Agreement with at least the minimum number of staff required by County. Such personnel shall be qualified in accordance with standards established by County. In addition, Contractor shall comply with any additional staffing requirements which may be included in the exhibit(s) attached hereto.

During the term of this Agreement, Contractor shall have available and shall provide upon request to authorized representatives of County, a list of persons by name, title, professional degree, salary, and experience who are providing services hereunder. Contractor also shall indicate on such list which persons are appropriately qualified to perform services hereunder. If an executive director, program director, or supervisory position becomes vacant during the term of this Agreement, Contractor shall, prior to filling said vacancy, notify County's OHAE. Contractor shall provide the above set forth required information to County's OHAE regarding any candidate prior to any appointment. Contractor shall institute and maintain appropriate supervision of all persons providing services pursuant to this Agreement.

Contractor shall institute and maintain a training/staff development program pertaining to those services described in the exhibit(s) attached hereto. Appropriate

training/staff development shall be provided for treatment, administrative, and support personnel. Participation of treatment and support personnel in training/staff development should include in-service activities. Such activities shall be planned and scheduled in advance; and shall be conducted on a continuing basis. Contractor shall develop and institute a plan for an annual evaluation of such training/staff development program.

23. INDEPENDENT CONTRACTOR STATUS:

A. This Agreement is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

B. Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, or other compensation or benefits to any personnel provided by Contractor.

C. Contractor understands and agrees that all persons furnishing services to County pursuant to this Agreement are, for purposes of workers' compensation liability, the sole employees of Contractor and not employees of County.

Contractor shall bear the sole liability and responsibility for any and all workers' compensation benefits to any person as a result of injuries arising from or connected with services performed by or on behalf of Contractor pursuant to this Agreement.

D. Acknowledgment that each of Contractor's employees understands that such person is an employee of Contractor and not an employee of County shall be signed by each employee of Contractor performing services under this Agreement and shall be filed with County's Department of Human Resources, Health, Safety, and Disability Benefits Division, 3333 Wilshire Boulevard, 10th Floor, Los Angeles, California 90010. The form and content of such acknowledgment shall be substantially similar to the form entitled "EMPLOYEE'S ACKNOWLEDGMENT OF EMPLOYER", attached hereto and incorporated herein by reference.

24. TERMINATION FOR INSOLVENCY, DEFAULT, GRATUITIES, AND/OR IMPROPER CONSIDERATIONS, AND CONVENIENCE:

A. Termination for Insolvency: County may terminate this Agreement immediately for default in the event of the occurrence of any of the following:

(1) Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts at least sixty (60) calendar days in the ordinary course of business or cannot pay its debts as they become due, whether Contractor has committed an act of bankruptcy or not, and

whether Contractor is insolvent within the meaning of the federal Bankruptcy Law or not;

(2) The filing of a voluntary or involuntary petition under the federal Bankruptcy Law;

(3) The appointment of a Receiver or Trustee for Contractor;

(4) The execution by Contractor of an assignment for the benefit of creditors.

The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

B. Termination For Default: County may, by written notice of default to Contractor, terminate this Agreement immediately in any one of the following circumstances:

(1) If, as determined in the sole judgment of County, Contractor fails to perform any services within the times specified in this Agreement or any extension thereof as County may authorize in writing; or

(2) If, as determined in the sole judgment of County, Contractor fails to perform and/or comply with any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these two (2) circumstances, does not cure such failure within a period of five (5)

calendar days (or such longer period as County may authorize in writing) after receipt of notice from County specifying such failure.

In the event that County terminates this Agreement as provided hereinabove, County may procure, upon such terms and in such manner as County may deem appropriate, services similar to those so terminated, and Contractor shall be liable to County for any reasonable excess costs incurred by County for such similar services.

The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

C. Termination For Gratuities and/or Improper Consideration: County may, by written notice to Contractor, immediately terminate Contractor's right to proceed under this Agreement, if it is found that gratuities or consideration in any form, were offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent, with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment, or extension of the Agreement, or making of any determinations with respect to the Contractor's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could in the event of default by Contractor.

Contractor shall immediately report any attempt by a County officer, employee, or agent, to solicit such improper gratuity or consideration. The report shall be made either to the County manager charged with the supervision of the employee or agent, or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

(Among other items, such improper gratuities and considerations may take the form of cash, discounts, services, the provision of travel or entertainment, or other tangible gifts.)

D. Termination For Convenience: The performance of services under this Agreement may be terminated, with or without cause, in whole or in part, from time to time when such action is deemed by County to be in its best interest. Termination of services hereunder shall be effected by delivery to Contractor of a thirty (30) calendar day advance Notice of Termination specifying the extent to which performance of services under this Agreement is terminated and the date upon which such termination becomes effective.

After receipt of a Notice of Termination and except as otherwise directed by County, Contractor shall:

- (1) Stop services under this Agreement on the date and to the extent specified in such Notice of Termination; and
- (2) Complete performance of such part of the services as shall not have been terminated by such Notice of Termination.

Further, after receipt of a Notice of Termination, Contractor shall submit to County, in the form and with the certifications as may be prescribed by County, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than sixty (60) calendar days from the effective date of termination. Upon failure of Contractor to submit its termination claim and invoice within the time allowed, County may determine on the basis of information available to County, the amount, if any, due to Contractor in respect to the termination, and such determination shall be final. After such determination is made, County shall pay Contractor the amount so determined.

Contractor for a period of five (5) years after final settlement under this Agreement, in accordance with Paragraph 10, Records and Audits, herein, retain and make available all its books, documents, records, or other evidence, bearing on the costs and expenses of Contractor under this Agreement in respect to the termination of services hereunder.

25. PROHIBITION AGAINST PERFORMANCE OF SERVICES WHILE UNDER THE INFLUENCE: Contractor shall ensure that no employee or physician performs services while under the influence of any alcoholic beverage, medication, narcotic, or other substance that might impair his/her physical or mental performance.

26. NOTICE OF DELAYS: Except as otherwise provided under this Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party

shall, within two (2) working days, give notice thereof, including all relevant information with respect thereto, to the other party.

27.. AUTHORIZATION WARRANTY: Contractor hereby represents and warrants that the person executing this Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation set forth in this Agreement and that all requirements of Contractor have been fulfilled to provide such actual authority.

28. CONSTRUCTION: To the extent there are any rights, duties, obligations, or responsibilities enumerated in the recitals or otherwise in this Agreement, they shall be deemed a part of the operative provisions of this Agreement and are fully binding upon the parties.

29. WAIVER: No waiver of any breach of any provision of this Agreement by County shall constitute a waiver of any other breach of such provision. Failure of County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and in addition to any other remedies in law or equity.

30. SEVERABILITY: If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

31. GOVERNING LAWS AND JURISDICTION AND VENUE: This Agreement shall be construed in accordance with and governed by the laws of the State of California.

Contractor hereby agrees to submit to the jurisdiction of the courts of the State of California. The exclusive venue of any action (other than an appeal or an enforcement of a judgment) brought by Contractor, on Contractor's behalf, or on the behalf of any subcontractor which arises from this Agreement or is concerning or connected with services performed pursuant to this Agreement, shall be deemed to be in the courts of the State of California located in Los Angeles County, California.

32. RESOLICITATION OF BIDS OR PROPOSALS: Contractor acknowledges that County, prior to expiration or earlier termination of this Agreement, may exercise its right to invite bids or request proposals for the continued provision of the services delivered or contemplated under this Agreement. County and its DPH shall make the determination to re-solicit bids or request proposals in accordance with applicable County and DPH policies.

Contractor acknowledges that County may enter into a contract for the future provision of services, based upon the bids or proposals received, with a provider or providers other than Contractor. Further, Contractor acknowledges that it obtains no greater right to be selected through any future invitation for bids or request for proposals by virtue of its present status as Contractor.

33. CONTRACTOR PERFORMANCE DURING CIVIL UNREST OR

DISASTER: Contractor recognizes that health care facilities maintained by County provide care essential to the residents of the communities they serve, and that these services are of particular importance at the time of a riot, insurrection, civil unrest, natural disaster, or similar event. Notwithstanding any other provision of this Agreement, full performance by Contractor during any riot, insurrection, civil unrest, natural disaster, or similar event is not excused if such performance remains physically possible. Failure to comply with this requirement shall be considered a material breach by Contractor for which Director may suspend or County may immediately terminate this Agreement.

34. COUNTY'S QUALITY ASSURANCE PLAN: County or its agent will

evaluate Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of this Agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Agreement or impose other penalties as specified in this Agreement.

35. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM AND TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contract are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act {(42 USC Section 653a)} and California Unemployment Insurance Code Section 1088.55, and shall implement all lawfully served Wage and Earnings Withholdings Orders or Child Support Services Department ("CSSD") Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 42 shall constitute default by Contractor under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within

ninety (90) calendar days of written notice shall be grounds upon which County may terminate this Agreement and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

36. CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM: Contractor hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the federal government, directly or indirectly, in whole or in part, and that Contractor will notify Director within thirty (30) calendar days in writing of: (1) any event that would require Contractor or a staff member's mandatory exclusion from participation in a federally funded health care program; and (2) any exclusionary action taken by any agency of the federal government against Contractor or one or more staff members barring it or the staff members from participation in a federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any federal exclusion of Contractor or its staff members from such participation in a federally funded health care program.

Failure by Contractor to meet the requirements of this Paragraph shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement.

37. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT: Contractor shall notify its employees, and shall require each

subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notices shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

38. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the contract. It is County's policy to conduct business only with responsible contractors.

B. Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor under this Agreement, or other contracts, which indicates that Contractor is not responsible, County may or otherwise in addition to other remedies provided under this Agreement, debar Contractor from bidding or proposing on, or being awarded and/or performing work on, County contracts for a specified period of time, which generally will not exceed five (5) years, but may exceed five (5) years or be permanent if warranted by circumstances, and terminate this Agreement and any or all existing contracts Contractor may have with County.

C. County may debar Contractor if County's Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated any term of this Agreement or other contract with County, or a

non-profit corporation created by County, (2) committed any act or omission which negatively reflects on Contractor's quality, fitness, or capacity to perform a contract with County or any public entity, or a non-profit corporation created by County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.

D. If there is evidence that Contractor may be subject to debarment, Director will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before County's Contractor Hearing Board.

E. County's Contractor Hearing Board will conduct a hearing where evidence on proposed debarment is presented. Contractor or Contractor's representative, or both, shall be given an opportunity to submit evidence at that hearing. After the hearing, County's Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and if so, the appropriate length of time of the debarment. Contractor and Director shall be provided an opportunity to object to the proposed decision prior to its presentation to County's Board of Supervisors.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other

recommendation of County's Contractor Hearing Board shall be presented to County's Board of Supervisors. County's Board of Supervisors shall have the right at its sole discretion to modify, deny, or adopt the proposed decision and recommendation of County's Contractor Hearing Board.

G. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed, (2) a bona fide change in ownership or management, (3) material, or (4) any other reason that is in the best interest of County.

H. County's Contractor hearing Board will consider a request for review of a debarment determination only where (1) Contractor has been debarred for a period longer than five (5) years, (2) the debarment has been in effect for at least five (5) years, and (3) the request is in writing, states one or more of the grounds for reduction of the debarment, and includes supporting documentation. Upon receiving as appropriate request, County's Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, County's Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction

of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by County's Contractor Hearing Board pursuant to the same procedures as for a debarment hearing. County's Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. County's Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the County's Contractor Hearing Board.

I. These terms shall also apply to any subcontractors/consultants of County contractors."

39. DEFAULTED PROPERTY TAX REDUCTION PROGRAM

A. CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM:

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in

compliance, and during the term of this agreement will maintain compliance, with Los Angeles County Code Chapter 2.206.

B. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY

TAX REDUCTION PROGRAM: Failure of Contractor to maintain compliance with the requirements set forth in the "CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM" paragraph immediately above, shall constitute default under this agreement. Without limiting the rights and remedies available to County under any other provision of this agreement, failure of Contractor to cure such default within ten (10) calendar days of notice shall be grounds upon which County may terminate this agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

40. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76): Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible or excluded from securing federally funded contracts. By executing this Agreement, Contractor certifies that neither it, nor any of its owners, officers, partners, directors or principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further, by executing this Agreement, Contractor certifies that, to its

knowledge, none of its subcontractors, at any tier, or any owner, officer, partner director, or other principal of any subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor shall immediately notify County in writing, during the term of this Agreement, should it or any of its subcontractors or any principals of either being suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Agreement upon which the County may immediately terminate or suspend this Agreement.

41. RULES AND REGULATIONS: During the time that Contractor's personnel are at County Facilities such persons shall be subject to the rules and regulations of such County Facility. It is the responsibility of Contractor to acquaint persons who are to provide services hereunder with such rules and regulations. Contractor shall immediately and permanently withdraw any of its personnel from the provision of services hereunder upon receipt of oral or written notice from Director, that (1) such person has violated said rules or regulations, or (2) such person's actions, while on County premises, indicate that such person may do harm to County patients.

42. COVENANT AGAINST CONTINGENT FEES:

A. Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established

commercial or selling agencies maintained by Contractor for the purpose of securing business.

B. For breach or violation of this warranty, County shall have the right to terminate this Agreement and, in its sole discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

43. PURCHASING RECYCLED-CONTENT BOND PAPER: Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content bond paper to the maximum extent possible in connection with services to be performed by Contractor under this Agreement.

44. COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM: This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

A. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any

fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

B. For purposes of this subparagraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or (2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this subparagraph. The provisions of this subparagraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

C. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status"

from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program. Attached hereto, is the required form, "County of Los Angeles Contractor Employee Jury Service Program Certification Form and Application for Exception", to be completed by the Contractor.

D. Contractor's violation of this subparagraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

45. SAFELY SURRENDERED BABY LAW: Contractor shall notify and provide to each of its officers, employees, and agents, and shall require that each of Contractor's subcontractors providing services under this Agreement also notify and provide to each of its officers, employees, and agents, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles

County, and where and how to safely surrender a baby. County's fact sheet is available on the Internet at www.babysafela.org. for printing and review purposes. Further, Contractor understands that it is County's policy to encourage Contractor and all of its subcontractors, providing services under this Agreement, if any, to voluntarily post County's "Safely Surrendered Baby Law" poster in a prominent position at their place of business. County's Department of Children and Family Services will supply Contractor with the poster to be used.

46. CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE: The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. Attached hereto, is the required form, "CHARITABLE CONTRIBUTIONS CERTIFICATION", to be completed by the Contractor and the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202).

47. NON-APPROPRIATION OF FUNDS CONDITION: Notwithstanding and other provision of this Agreement, County shall not be obligated by any provision of this Agreement during any of County's fiscal years unless funds to cover County costs hereunder are appropriated by County's

Board of Supervisors. In the event that funds are not appropriated for this Agreement, then this Agreement shall be deemed to have been terminated on June 30th of the prior fiscal year for which funds were appropriated. Director shall notify Contractor in writing of such non-appropriation of funds at the earliest possible date.

48. CONTRACTOR'S OBLIGATIONS AS A NON-BUSINESS ASSOCIATE UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 ("HIPAA"): Contractor expressly acknowledges and agrees that the provisions of services under this Agreement does not require or permit access by Contractor or any of its officers, employees, or agents, to any patient medical records. Accordingly, Contractor shall instruct its officers, employees, and agents that they are not to pursue or gain access to patient medical records for any reason whatsoever.

Notwithstanding the foregoing, the parties acknowledge that, in the course of the provision of services hereunder, Contractor or its officers, employees, or agents, may have inadvertent access to patient medical records. Contractor understands and agrees that neither Contractor nor its officers, employees, or agents are to take advantage of such access for any purpose whatsoever. Additionally, in the event of such inadvertent access, Contractor and its officers, employees, and agents shall maintain the confidentiality of any information obtained and shall notify DPH management personnel that such access has been gained immediately, or upon the first reasonable opportunity to do so.

In the event of any access, whether inadvertent or intentional, Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents from and against any and all liability, including but not limited to, demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees) arising from or connected with Contractor's or its officers, employees' or agents' access to patient medical records. Contractor agrees to provide appropriate training to its officers, employees, and agents, regarding their obligation in this regards.

49. COMPENSATION: County agrees to compensate Contractor for performing services hereunder for actual reimbursable net cost as set forth in Schedule 1 and the BILLING AND PAYMENT Paragraph of the Agreement. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

50. PAY FOR PERFORMANCE: Contractor shall perform, complete and deliver on time, all tasks, deliverables, and services as set forth in the Agreement. For full performance of services described in the Agreement, County shall reimburse the Contractor for services rendered in accordance with the rates shown in the Schedule 1 in a manner consistent with the terms and obligations as defined and outlined in the Agreement.

51. OBLIGATION OF COVERED ENTITY: Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the use of Protected Health Information that would affect Business Associate's

performance of Services, and Business Associate shall thereafter restrict or limit its own uses and disclosures accordingly.

52. MISCELLANEOUS:

A. No Third Party Beneficiaries: Nothing in this Paragraph shall confer upon any person other than the parties and their respective successors or assignees, any rights, remedies, obligations, or liabilities whatsoever.

(1) Use of Agents, Representatives, and/or Subcontractors:

Business Associate shall require each of its agents, representatives and/or subcontractors that receive Protected Health Information from Business Associate, on behalf of Covered Entity, to execute a written Agreement obligating the agent, representative, and/or subcontractor to comply with all the terms of this Paragraph.

(2) Relationship to Services Agreement Provisions: In the event that a provision of this Paragraph is contrary to another provision of this Agreement, the provision of this Paragraph shall control. Otherwise, this Paragraph shall be construed under, and in accordance with, the terms of this Agreement.

(3) Regulatory References: A reference in this Paragraph to a section in the Privacy and Security Regulations means the section as currently in effect, or may hereafter be amended.

(4) Interpretation: Any ambiguity in this Paragraph shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy Regulations.

(5) Amendment: The parties agree to take such action as is necessary to amend this Paragraph from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Regulation.

53. PUBLIC OFFICIALS/OFFICES: No funds pursuant to this Agreement shall be used to feature in any manner the image or voice of any elected official or candidate for elected office, or directly represent the views of any elected public official or candidate for elected office.

54. RECORD RETENTION: Contractor, for a period of five (5) years after final settlement under this Agreement, shall make available to County, at all reasonable times, all its books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Agreement in respect to the termination of services hereunder. All such books, records, documents, or other evidence shall be retained by Contractor at a location in Southern California and shall be made available within ten (10) calendar days of prior written notice during County's normal business hours to representatives of County for purposes of inspection or audit.

55. COMPLIANCE WITH CIVIL RIGHTS LAWS: The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall,

on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

HEALTH SURVEY SERVICES AGREEMENT EXHIBIT A

STATEMENT OF WORK

2010 LA COUNTY HEALTH SURVEY – STATEMENT OF WORK.....

EXHIBIT A

MEASURABLE OBJECTIVES AND SERVICES	IMPLEMENTATION ACTIVITIES	PROPOSED TIMELINE	METHOD(S) OF EVALUATION AND DOCUMENTATION (PLEASE PROVIDE DETAILED DESCRIPTION OF THE METHOD(S) TO BE USED FOR EACH OBJECTIVE LISTED BELOW. EXAMPLE IS PROVIDED FOR OBJECTIVE 1.)
<p>1. Planning for 2010 survey</p>	<p>Vendor meets with County staff (HAU) to discuss study design and process, sample size, methods to maintain/improve data quality</p>	<p>December¹, 2009 – January³¹, 2010</p>	<p>Draft pre-approach letter and submit plan for other response/cooperation incentives; develop plan for achieving adequate sample size and targeting areas designated for oversample; determine approach for reaching cell phone users. Boyle, Battaglia and Wilkinson will be responsible for these tasks. Methods to also include consultation with DPH staff and community programs; in-depth analysis of previous surveys to discover inadequacies of previous sample to refine methods to overcome past shortcomings. Sample purchase order will include cell phone lists to achieve the number of required cell phone only households. Based on 6 weeks of meetings and preliminary research, a final design plan report will be submitted to DPH with the outline for the approach to the requirements of the RFP.</p>
<p>SPECIFIC TASKS AND MILESTONES:</p> <ul style="list-style-type: none"> • Methods to identify a representative sample • Sampling methods to assure representation of racial/ethnic minorities • Methods for 500 completes per SPA • Oversampling of smaller geographic areas • Arrange for sample purchase • Refine methods to identify cell phone only users • Finalize respondent selection methods • Final design plan report submitted 	<p>Review and revise questionnaire drafts with HAU staff, with input from various DPH programs and community partners. Program questionnaire onto CATI/web system, review flow and skip patterns.</p>	<p>12/1 – 12/15/09 12/8 – 12/22/09 12/1 – 12/15/09 12/8 – 12/22/09 1/15/10 12/15/09– 1/5/10 1/15/10 1/30/10</p>	<p>Upon receiving the draft questionnaires, Boyle, Wilkinson and Weiss will work with the DPH and community partners to identify topics where 1) new questions are needed; 2) problems were encountered in the past; and 3) revisions are necessary. For areas needing new topics, Wilkinson will provide questions from other surveys on the topics for the DPH. Wilkinson and Murnjack will assess the questionnaires and submit written recommendations by 9/28/09. Murnjack will conduct any cognitive testing needed to assess new questions. A draft version of all the questionnaires will be available by the end of October. Questionnaires will be programmed upon approval by DPH in Quancept. All questionnaires will be programmed by the end of November. Remote testing will be available to DPH staff in early December. Murnjack and Fernandez will test all CATI programs internally to include ensuring that the program matches the questionnaire, test scenarios, and autopiots with data sets to check the programming. A log of all corrections will be kept and the programs checked for updates.</p>
<p>2. Prepare survey instruments; Program questionnaire onto CATI or web system</p> <p>SPECIFIC TASKS AND MILESTONES:</p> <ul style="list-style-type: none"> • Conduct literature searches as necessary for new questions • Assess three questionnaires for flow, question and response coherence • Correspond with program and community partners to finalize questions • Conduct cognitive testing on survey instruments as needed • Ensure that questionnaires conform to required length parameters • Receive final approval for questionnaire two-weeks before start of fieldwork • Pass nearly final questionnaire to programming • Program adult, oversample and child questionnaires in Quancept CATI • Test CATI programs and debug • Correct CATI errors, document corrections • Final CATI programs and questionnaires submitted to DPH 	<p>Review and revise questionnaire drafts with HAU staff, with input from various DPH programs and community partners. Program questionnaire onto CATI/web system, review flow and skip patterns.</p>	<p>December¹, 2009 – February 28, 2010</p> <p>12/1 – 12/21/09 12/4 – 12/28/09 12/4 – 12/28/09 12/21/09– 1/8/10 1/11 – 1/25/10 2/15/10 1/10/10 1/04 – 1/20/10 1/21 – 1/25/10 1/27 – 2/5/10 2/8/10</p>	<p>Upon receiving the draft questionnaires, Boyle, Wilkinson and Weiss will work with the DPH and community partners to identify topics where 1) new questions are needed; 2) problems were encountered in the past; and 3) revisions are necessary. For areas needing new topics, Wilkinson will provide questions from other surveys on the topics for the DPH. Wilkinson and Murnjack will assess the questionnaires and submit written recommendations by 9/28/09. Murnjack will conduct any cognitive testing needed to assess new questions. A draft version of all the questionnaires will be available by the end of October. Questionnaires will be programmed upon approval by DPH in Quancept. All questionnaires will be programmed by the end of November. Remote testing will be available to DPH staff in early December. Murnjack and Fernandez will test all CATI programs internally to include ensuring that the program matches the questionnaire, test scenarios, and autopiots with data sets to check the programming. A log of all corrections will be kept and the programs checked for updates.</p>

MEASURABLE OBJECTIVES AND SERVICES	IMPLEMENTATION ACTIVITIES	PROPOSED TIMELINE	METHOD(S) OF EVALUATION AND DOCUMENTATION (Please provide detailed description of the method(s) to be used for each objective listed below. Example is provided for objective 1.)
3. Develop samples	Determine sampling strategies in conjunction with the County. Develop random digit dial telephone samples and cell phone sample	December 1, 2009 – February 28, 2010	Battaglia will oversee and perform all the sample related activities for the LA CHS. First, all information about the target sample will be collected and all documentation on previous sample design for the LA CHS will be collected. Additionally, a series of meetings will be conducted with set agendas with the DPH and other community partners to understand the necessary outcomes from the project on all applicable levels. Any shortcomings with previous data collection will be noted. Battaglia will use this information to develop a draft sampling strategy to be distributed to all key stakeholders. Based on feedback to this plan, the final sample plan will be developed and submitted to the DPH. Upon approval, Battaglia will design the size and distribution of the RDD sample and the cell phone sample. Sample will be ordered immediately to ensure timely delivery.
SPECIFIC TASKS AND MILESTONES: <ul style="list-style-type: none"> • Meet with County staff and Community partners to discuss sampling requirements and problems with previous samples • Prepare draft sampling strategy • Incorporate feedback into draft strategy to produce final strategy • Based on the final sample design, determine the RDD sample parameters such as size and distribution • Based on final sample design, determine the cell phone sample parameters such as required sample size 	Conduct small-scale pretest of English-language questionnaire. Report findings and present recommendations for revisions to English language questionnaire.	12/5 – 12/21/09 12/22/09– 1/11/10 1/15 – 1/29/10 1/29– 2/10/10 1/29– 2/10/10	Munjack and Fernandez will be in charge of conducting the pretest. Four interviewers will be trained on the instruments and then conduct the pretest interviews. The adult questionnaire and child questionnaire will be tested on 10 eligible respondents each in English, tested on 10 eligible respondents each in English. DPH staff could also monitor remotely the pretest. Every interview would be monitored by staff with a specific list of items to note. Munjack would also debrief the interviewers to ask if they had any problems with specific questions being understood. The notes would be studied for problem questions or other interview issues. Fernandez and Munjack will prepare a report on the findings of the pretest and make specific recommendations for changes to the questionnaires. Upon DPH approval, any recommended changes will be made to the instruments.
4. Initial telephone pretest	Conduct small-scale pretest of English-language questionnaire. Report findings and present recommendations for revisions to English language questionnaire.	January 1, 2010– January 31, 2010	Munjack and Fernandez will be in charge of conducting the pretest. Four interviewers will be trained on the instruments and then conduct the pretest interviews. The adult questionnaire and child questionnaire will be tested on 10 eligible respondents each in English, tested on 10 eligible respondents each in English. DPH staff could also monitor remotely the pretest. Every interview would be monitored by staff with a specific list of items to note. Munjack would also debrief the interviewers to ask if they had any problems with specific questions being understood. The notes would be studied for problem questions or other interview issues. Fernandez and Munjack will prepare a report on the findings of the pretest and make specific recommendations for changes to the questionnaires. Upon DPH approval, any recommended changes will be made to the instruments.
SPECIFIC TASKS AND MILESTONES: <ul style="list-style-type: none"> • Conduct pretest with 30 respondents for adult questionnaire • Conduct pretest with 30 respondents for child questionnaire • Prepare pretest findings identifying possible problem questions • Revise questionnaires based on pretest results 	Translate the survey instruments into non-English languages (at minimum Spanish, Mandarin, Cantonese, Korean and Vietnamese).	1/13 – 1/14/10 1/13 – 1/14/10 1/15 – 1/20/10 1/21 – 1/25/10	Wilkinson and Munjack will be in charge of all translations. Translation companies such as Gazelle will be identified that have specific expertise in each of the target languages. The Spanish translation will be appropriate for Mexican Spanish speakers. Fernandez will identify any questions from earlier rounds of the LACHS that remain the same and have previously been translated. These translations will be used to keep consistency across surveys. After receiving the translation into the foreign language, this questionnaire will be submitted to a second translation firm to translate back into English. Wilkinson will compare the versions and work with the translators to resolve any differences in the translation to ensure that the true "sense" of the question is captured. The translated questionnaires will be submitted to DPH and the Spanish questionnaire will be sent to Quancept programming. Once programmed, the CATI will be thoroughly checked.
5. Questionnaire translations	Translate the survey instruments into non-English languages (at minimum Spanish, Mandarin, Cantonese, Korean and Vietnamese).	January 1, 2010 – March 31, 2010	Wilkinson and Munjack will be in charge of all translations. Translation companies such as Gazelle will be identified that have specific expertise in each of the target languages. The Spanish translation will be appropriate for Mexican Spanish speakers. Fernandez will identify any questions from earlier rounds of the LACHS that remain the same and have previously been translated. These translations will be used to keep consistency across surveys. After receiving the translation into the foreign language, this questionnaire will be submitted to a second translation firm to translate back into English. Wilkinson will compare the versions and work with the translators to resolve any differences in the translation to ensure that the true "sense" of the question is captured. The translated questionnaires will be submitted to DPH and the Spanish questionnaire will be sent to Quancept programming. Once programmed, the CATI will be thoroughly checked.
SPECIFIC TASKS AND MILESTONES: <ul style="list-style-type: none"> • Identify at least two translation companies with expertise in the five survey languages • Identify repeat questions with a translation from earlier rounds of LA CHS • Submit questionnaires to translation firm with expertise in target language • Submit translated questionnaires to second firm and receive English translation • Compare English versions before and after translation • Resolve translation differences with first firm for final questionnaire • Submit translated questionnaires to DPH • Submit final Spanish translation to CATI programmers • Check and correct Spanish CATI program 	Identify at least two translation companies with expertise in the five survey languages Identify repeat questions with a translation from earlier rounds of LA CHS Submit questionnaires to translation firm with expertise in target language Submit translated questionnaires to second firm and receive English translation Compare English versions before and after translation Resolve translation differences with first firm for final questionnaire Submit translated questionnaires to DPH Submit final Spanish translation to CATI programmers Check and correct Spanish CATI program	1/25 – 2/5/10 12/15/09–1/15/10 2/8/10 2/8 – 2/12/10 2/15 – 2/19/10 2/22 – 2/26/10 3/1/10 2/25/10 2/26– 3/1/10	Wilkinson and Munjack will be in charge of all translations. Translation companies such as Gazelle will be identified that have specific expertise in each of the target languages. The Spanish translation will be appropriate for Mexican Spanish speakers. Fernandez will identify any questions from earlier rounds of the LACHS that remain the same and have previously been translated. These translations will be used to keep consistency across surveys. After receiving the translation into the foreign language, this questionnaire will be submitted to a second translation firm to translate back into English. Wilkinson will compare the versions and work with the translators to resolve any differences in the translation to ensure that the true "sense" of the question is captured. The translated questionnaires will be submitted to DPH and the Spanish questionnaire will be sent to Quancept programming. Once programmed, the CATI will be thoroughly checked.

MEASURABLE OBJECTIVES AND SERVICES	IMPLEMENTATION ACTIVITIES	PROPOSED TIMELINE	METHOD(S) OF EVALUATION AND DOCUMENTATION (Please provide detailed description of the method(s) to be used for each objective listed below. Example is provided for objective 1.)
<p>6. Pilot testing</p> <p>SPECIFIC TASKS AND MILESTONES:</p> <ul style="list-style-type: none"> Conduct pretest with 30 respondents for adult questionnaire in Spanish & English Conduct at least two adult subsample interviews for each questionnaire version Conduct pretest with 30 respondents for child questionnaire Assess the instruments for adequacy, clarity and confusion Prepare pilot findings along with recommendations for modifications Finalize questionnaires based on pilot results Submit final questionnaires to DPH 	<p>Conduct formal pilot test. Recommendations for final survey revisions.</p>	<p>February 1, 2010- February 28, 2010</p> <p>2/8/10</p> <p>2/8/10</p> <p>2/8/10</p> <p>2/9 – 2/10/10</p> <p>2/11 – 2/12/10</p> <p>2/12 – 2/15/10</p> <p>2/15/10</p>	<p>Munjack and Fernandez will be in charge of conducting the pilot testing. Eight interviewers will be trained on the instruments and then conduct the pilot interviews. The adult questionnaire and child questionnaire will be tested on 20 eligible respondents each and the at least 2 interviews with each subsample will be performed. DPH staff could also monitor remotely the pilot. Every interview would be monitored by staff with a specific list of items to note. Munjack would also debrief the interviewers to ask if they had any problems with questions, skip patterns, or questionnaire flow. Frequencies will be run on the resulting data and all comments will be collected. Fernandez and Munjack will prepare a report on the findings of the pilot and make specific recommendations for changes to the questionnaires and attach all the findings. Upon DPH approval, any recommended changes will be made to the instruments.</p>
<p>7. Data collection</p>	<p>Train telephone interviewer staff. Interviewer briefing on questionnaire implementation. Conduct interviews and monitor interviews in conjunction with County. Provide interim status reports to County.</p>	<p>January 1, 2010 - November 30, 2010</p>	<p>Munjack, Weiss and Wilkinson will be in charge preparing for and overseeing the data collection. Wilkinson will develop the sheets that give the interviewers the most succinct information and Munjack will develop the training manual. Weiss and Wilkinson will document the confidentiality procedures and prepare forms for everyone working on the project to sign. Munjack and Wilkinson will conduct the training over a two day period with the adult being training first and then the child survey. Retraining will be conducted as needed with a regular follow-up after one month of interviewing. Monitoring will begin immediately. DPH staff can remotely monitor both visually and auditorily remotely as desired. An agreed upon monitoring schedule can be developed. Munjack will provide the bi-weekly status report which will include at a minimum, the number of completes by SPA, partials, refusals, amount of good sample, and interim response and cooperation rates.,.</p>
<p>SPECIFIC TASKS AND MILESTONES:</p> <ul style="list-style-type: none"> Develop FAQs and information sheet for interviewers Develop training manual Clarify and document confidentiality procedures Conduct training with participation of DPH Conduct retraining as needed Initiate data collection Conduct periodic monitoring of interviewers by supervisors, staff and DPH Provide bi-weekly status reports of agreed upon progress variables Complete 7,200 to 8,000 Adult Survey and Sub-sample interviews Complete 5,200 to 6,000 Child Health Survey interviews 	<p>Train telephone interviewer staff. Interviewer briefing on questionnaire implementation. Conduct interviews and monitor interviews in conjunction with County. Provide interim status reports to County.</p>	<p>1/15–1/25/10</p> <p>1/25–2/10/10</p> <p>2/5 – 2/8/10</p> <p>3/1 – 3/2/10</p> <p>3/1 – 8/31/10</p> <p>3/1/10</p> <p>3/1 – 8/31/10</p> <p>3/1 – 8/31/10</p> <p>8/31/10</p> <p>8/31/10</p>	<p>Munjack, Weiss and Wilkinson will be in charge preparing for and overseeing the data collection. Wilkinson will develop the sheets that give the interviewers the most succinct information and Munjack will develop the training manual. Weiss and Wilkinson will document the confidentiality procedures and prepare forms for everyone working on the project to sign. Munjack and Wilkinson will conduct the training over a two day period with the adult being training first and then the child survey. Retraining will be conducted as needed with a regular follow-up after one month of interviewing. Monitoring will begin immediately. DPH staff can remotely monitor both visually and auditorily remotely as desired. An agreed upon monitoring schedule can be developed. Munjack will provide the bi-weekly status report which will include at a minimum, the number of completes by SPA, partials, refusals, amount of good sample, and interim response and cooperation rates.,.</p>
<p>8. Data cleaning and processing</p>	<p>Merge data files onto computer. Post –interview coding of cross-street information. Data cleaning and file checking.</p>	<p>January 1, 2010 - December 31, 2010</p>	<p>Daly will be charged with all data processing duties. He will initially prepare data editing guidelines for each of the surveys upon completion of the questionnaires. This will include developing data consistency and validation checks. As soon as 100 interviews are completed, Daly will analyze these data and determine if any inconsistencies exist which will either be addressed through programming or post- collection editing. Data collection will end August 31, 2010 and then the data files will be merged. All data will be edited as it is collected with an additional editing post data collection. Weiss will be in charge of the cross-street coding.</p>
<p>SPECIFIC TASKS AND MILESTONES:</p> <ul style="list-style-type: none"> Develop editing guidelines Develop data consistency and validation checks Merge data files into one system Conduct data entry and error correction Edit the data for any errors Add coding of cross-street information as defined by protocol 	<p>Merge data files onto computer. Post –interview coding of cross-street information. Data cleaning and file checking.</p>	<p>1/15 – 2/26/10</p> <p>1/15 – 2/26/10</p> <p>9/1 – 9/21/10</p> <p>4/1 – 10/15/10</p> <p>4/1 – 10/15/10</p> <p>10/1 – 12/15/10</p>	<p>Daly will be charged with all data processing duties. He will initially prepare data editing guidelines for each of the surveys upon completion of the questionnaires. This will include developing data consistency and validation checks. As soon as 100 interviews are completed, Daly will analyze these data and determine if any inconsistencies exist which will either be addressed through programming or post- collection editing. Data collection will end August 31, 2010 and then the data files will be merged. All data will be edited as it is collected with an additional editing post data collection. Weiss will be in charge of the cross-street coding.</p>

MEASURABLE OBJECTIVES AND SERVICES	IMPLEMENTATION ACTIVITIES	PROPOSED TIMELINE	METHOD(S) OF EVALUATION AND DOCUMENTATION (PLEASE PROVIDE DETAILED DESCRIPTION OF THE METHOD(S) TO BE USED FOR EACH OBJECTIVE LISTED BELOW. EXAMPLE IS PROVIDED FOR OBJECTIVE 1.)
<p>9. Sample weights and populations estimates</p>	<p>Weight data for households and individual respondents. Project survey findings to countywide household and population totals.</p>	<p>January 1, 2011 – February 28, 2011</p>	<p>Battaglia will be in charge of calculating all the sample weights and providing complete documentation about how the weights were obtained. The weights to be developed will include those for the household level, the individual level, the child sample and incorporate all cell phone participant characteristics to ensure accurate representation of the county population. The weights will allow the tabulations to be at the county population level. The process for developing all the weights and combining them will be thoroughly documented to allow all data users to understand all steps involved in their calculation and how to correctly use them.</p>
<p>SPECIFIC TASKS AND MILESTONES:</p> <ul style="list-style-type: none"> • Develop the weights for the households, individuals, cell phones and child sample • Ensure that weights are applicable for county and population totals • Document the process and calculations used to determine weights 	<p>Prepare data set and deliver to County with documentation. Provide written methodology documenting survey procedures, analysis of sample performance, weighting procedures, and other study details.</p>	<p>1/5 – 1/28/11 1/15 – 2/10/11 2/1 – 2/20/11</p>	<p>Daily will be in charge of preparing all data files. He will work with the DPH and view the previous files to prepare a data layout document which will specify the position of every variable. We will attempt to keep similar naming for questions that were previously included in the LACHS to ensure ease of use of multiple years of data collection. Based on the data layout, Daily will construct the clean data files and deliver them in the format preferred by the DPH (ASCII, SAS or both). Wilkinson and Fernandez will be in charge of preparing the survey documentation which will include a methods report (which will incorporate the sampling and the weighting documentation) which will include a detailed description of all the procedures used for the survey (questionnaire development, cognitive testing, pretest, pilot, training, the training manual, editing procedures, and a final disposition report for every case), a findings report and a PowerPoint presentation that can be used for presentations of the major findings.</p>
<p>10. Prepare data files and reports</p>	<p>Prepare data set and deliver to County with documentation. Provide written methodology documenting survey procedures, analysis of sample performance, weighting procedures, and other study details.</p>	<p>January 1, 2011 - March 3 1, 2011</p>	<p>Daily will be in charge of preparing all data files. He will work with the DPH and view the previous files to prepare a data layout document which will specify the position of every variable. We will attempt to keep similar naming for questions that were previously included in the LACHS to ensure ease of use of multiple years of data collection. Based on the data layout, Daily will construct the clean data files and deliver them in the format preferred by the DPH (ASCII, SAS or both). Wilkinson and Fernandez will be in charge of preparing the survey documentation which will include a methods report (which will incorporate the sampling and the weighting documentation) which will include a detailed description of all the procedures used for the survey (questionnaire development, cognitive testing, pretest, pilot, training, the training manual, editing procedures, and a final disposition report for every case), a findings report and a PowerPoint presentation that can be used for presentations of the major findings.</p>
<p>SPECIFIC TASKS AND MILESTONES:</p> <ul style="list-style-type: none"> • Develop data layout • Deliver data sets in ASCII or SAS to DPH <ul style="list-style-type: none"> ○ Abt will provide DPH with the final LACHS datasets which DPH will review and modify, if necessary. Upon review, DPH will make available the datasets to First 5 LA and other research partners when requested. • Deliver documentation including: <ul style="list-style-type: none"> ○ Methodology report including survey procedures, sample performance, weighting calculations ○ Survey findings report including cross-tabulations of variables by main demographic variables ○ PowerPoint presentation of main survey findings 	<p>Respond to County questions and inquiries as needed.</p>	<p>1/15 - 2/28/11 3/15/11 3/15/11</p>	<p>Daily will be in charge of preparing all data files. He will work with the DPH and view the previous files to prepare a data layout document which will specify the position of every variable. We will attempt to keep similar naming for questions that were previously included in the LACHS to ensure ease of use of multiple years of data collection. Based on the data layout, Daily will construct the clean data files and deliver them in the format preferred by the DPH (ASCII, SAS or both). Wilkinson and Fernandez will be in charge of preparing the survey documentation which will include a methods report (which will incorporate the sampling and the weighting documentation) which will include a detailed description of all the procedures used for the survey (questionnaire development, cognitive testing, pretest, pilot, training, the training manual, editing procedures, and a final disposition report for every case), a findings report and a PowerPoint presentation that can be used for presentations of the major findings.</p>
<p>11. Post-survey consultation</p>	<p>Respond to County questions and inquiries as needed.</p>	<p>April 1, 2011 and following</p>	<p>Boyle and Wilkinson will be available for additional consultation as needed if questions arise or unforeseen data needs arise.</p>
<p>SPECIFIC TASKS AND MILESTONES:</p> <ul style="list-style-type: none"> • Availability of core team for consultation concerning procedures and findings of LA CHS • Staff attendance at one presentation of the data findings if needed 	<p>Respond to County questions and inquiries as needed.</p>	<p>4/11 - completion</p>	<p>Boyle and Wilkinson will be available for additional consultation as needed if questions arise or unforeseen data needs arise.</p>

Abt SRBI Inc.

Project Budget

Client name: LA County Dept of Health
 Project name: Los Angeles County Health Survey
 Version: Adult Survey N=8000 Length=25 minutes
 Budgeted by: _____ Date: _____

SCHEDULE 1

OTHER STAFF

Level 1-3 Telephone Interviewers								
Spanish Interviewing - % total:	30%	10.25	2,736	28,044	780	7,995	3,516	36,039
Other Lang Interviewing - % total:	10%	21.00	912	19,152	260	5,460	1,172	24,612
English Interviewing - % total:	50%	8.89	4,560	40,538	1,300	11,557	5,860	52,095
Training - of Int hrs:	10%	8.89	912	8,108	236	2,096	1,148	10,206
Clerical - Levels 1-3		12.17		0		0	0	0
Phone Ctr Prod Asst - % of hr hrs	15%	12.47	1,231	15,351	351	4,377	1,562	19,728
In-person Interviewing		16.32		0		0	0	0
TOTAL OTHER STAFF			10,351	111,193	2,927	31,487	13,278	142,680
Benefits - at rate of:	7.5%			8,451		2,393		10,844
Overhead - at rate of:	60.0%			162,158		46,377		208,535

OTHER DIRECT COST

			HOURS#		HOURS#		HOURS#	
Subcontracted in-person interviewing			0		0		0	0
Subcontracted CATI			0		0		0	0
Subcontracted coding			0		0		0	0
Consultants (translators)		\$1,250.00	5	6,250		5	6,250	
Sample and panel						850		850
Telematch	Plus	250	0.06	0		0		0
Lexus-Nexis (minimum)		1,000.00		0		0		0
Telephone line charges		1.65	9,120	15,048	2,600	4,290	11,720	19,338
Advance letter printing		0.50	0	0		0		0
Envelopes outgoing		0.10	0	0		0		0
Envelopes return		0.10		0		0		0
Postage outgoing		0.44	0	0		0		0
Postage return		0.52		0		0		0
Choice Point (basic)		0.30		0		0		0
Choice Point (advanced)		17.00		0		0		0
Focus group facility rental & recruitment		750.00		0		0		0
Food		100.00		0		0		0
Transcripts		350.00		0		0		0
Travel				0		0		0
Shipping		10.00		0		0		0
Incentive processing		1.25		0	650	813	650	813

TOTAL OTHER DIRECT COSTS

			21,288		5,953		27,251	
TOTAL DIRECT COSTS, BENEFITS & OVERHEAD			453,720		129,625		583,345	
G&A - at rate of	11.2%		50,817		14,518		65,335	
TOTAL COST EXCLUDING RESPONDENT INCENTIVES			504,537		144,143		648,680	
FEE	10%		50,454		14,414		64,868	
TOTAL COST PLUS FEE EXCLUDING RESPONDENT INCENTIVES			554,991		158,557		713,548	
Respondent incentives	\$10.00		0	650	6,500	650	6,500	
Abt Associates sampling/weighting			62,946		0		62,946	
TOTAL COST PLUS FEE			\$617,937		\$165,057		\$782,994	

Abt SRBI Inc.

Project Budget

Client name: LA County Dept of Health
 Project name: Los Angeles County Health Survey
 Version: Adult Survey N=8000 Length=25 minutes
 Budgeted by: _____ Date: _____

SCHEDULE 1

	Hourly Rate	Task 1 Landline 7350		Task 2 Cell Phone 650		TOTAL	
		Hours	Total	Hours	Total	Hours	Total
REGULAR STAFF							
Principal	\$105.25	100	\$10,525	40	\$4,210	140	\$14,735
Senior Vice President	91.59	100	\$9,159	40	\$3,664	140	\$12,823
Vice President	67.24	200	\$13,448	80	\$5,379	280	\$18,827
Senior Analyst/Project Manager Level 2	46.51	298	\$13,860	80	\$3,721	378	\$17,581
Senior Analyst/Project Manager Level 1	36.81	480	\$17,669	120	\$4,417	600	\$22,086
Analyst/Project Manager Level 3	29.63		\$0		\$0	0	\$0
Analyst/Project Manager Level 2	22.40		\$0		\$0	0	\$0
Analyst/Project Manager Level 1	16.89		\$0		\$0	0	\$0
Production & Operations	65.50		\$0		\$0	0	\$0
Operations Executive	77.88	30	\$2,336	0	\$0	30	\$2,336
Sampling Manager	38.07	36	\$1,371	10	\$381	46	\$1,751
Assistant Sampling	29.78	89	\$2,665	30	\$893	119	\$3,558
Quancept CATI Programming	33.92	100	\$3,392	20	\$678	120	\$4,070
Fusion CATI Programming	46.25		\$0		\$0	0	\$0
Director IVR & On Line Prog.	58.17		\$0		\$0	0	\$0
Assistant IVR & On Line Prog.	25.09		\$0		\$0	0	\$0
In-person Field Mgr	39.38		\$0		\$0	0	\$0
In-person Asst Field Mgr	25.42		\$0		\$0	0	\$0
Telephone Center Management	30.04	150	\$4,506	39	\$1,172	189	\$5,678
Phone Ctr Shift Coord - % of hwr hrs	18.82	821	\$15,451	234	\$4,404	1,055	\$19,855
Telephone Interviewing Level 4	12.82	912	\$11,692	260	\$3,333	1,172	\$15,025
Clerical - Level 4	12.82		\$0		\$0	0	\$0
Clerical - Level 4 proc Incentives per	60	0	\$0	0	\$0	0	\$0
Manager Data Prep	37.71		\$0		\$0	0	\$0
Assistant Mgr Data Prep	29.71		\$0		\$0	0	\$0
Assistant Data Prep	19.31		\$0		\$0	0	\$0
Coding Manager	31.10	80	\$2,488		\$0	80	\$2,488
Assistant Coder			\$0		\$0	0	\$0
Data Processing Manager	51.44	40	\$2,058	10	\$514	50	\$2,572
Assistant Data Processing	41.07	40	\$1,643		\$0	40	\$1,643
Director Web Reporting	62.02	10	\$620		\$0	10	\$620
Assistant Web Reporting	39.65	20	\$793		\$0	20	\$793
Director Proj Admin Svcs	41.15		\$0		\$0	0	\$0
Ass't Proj Admin Svcs	29.00		\$0		\$0	0	\$0
TOTAL REGULAR STAFF		3,506	113,675	963	32,766	4,469	146,442
Benefits - at rate of:	32.5%		36,944		10,649		47,594
Total Interviewer hours	100%	9,120		2,600			
Completed Interviews							

Abt SRBI Inc.

Project Budget

Client name: LA County Dept of Health
 Project name: Los Angeles County Health Survey
 Version: Child Survey N=6000 Length=20minutes
 Budgeted by: _____ Date: _____

SCHEDULE 1

	Task 1 LACHS Followup N=2000			Task 2 RDD N=4000		TOTAL	
	Hourly Rate	Hours	Total	Hours	Total	Hours	Total
REGULAR STAFF							
Principal	\$105.25	40	\$4,210	40	\$4,210	80	\$8,420
Senior Vice President	91.59	40	3,664	40	3,664	80	7,327
Vice President	67.24	100	6,724	100	6,724	200	13,448
Senior Analyst/Project Manager Level 2	46.51		0		0	0	0
Senior Analyst/Project Manager Level 1	36.81	96	3,534	60	2,209	156	5,742
Analyst/Project Manager Level 3	29.63	182	5,387	400	11,852	582	17,239
Analyst/Project Manager Level 2	22.40		0		0	0	0
Analyst/Project Manager Level 1	15.89		0		0	0	0
Production & Operations	65.50		0		0	0	0
Operations Executive	77.88	15	1,168	15	1,168	30	2,336
Sampling Manager	38.07	10	381	20	761	30	1,142
Assistant Sampling	29.78	40	1,191	80	2,382	120	3,574
Quancept CATI Programming	33.92	60	2,035	15	509	75	2,544
Fusion CATI Programming	46.25		0		0	0	0
Director IVR & On Line Prog.	58.17		0		0	0	0
Assistant IVR & On Line Prog.	25.09		0		0	0	0
In-person Field Mgr	39.38		0		0	0	0
In-person Asst Field Mgr	25.42		0		0	0	0
Telephone Center Management	30.04	29	874	139	4,182	168	5,055
Phone Ctr Shift Coord - % of twr hrs	18.82	154	3,086	783	14,736	947	17,823
Telephone Interviewing Level 4	12.82	182	2,333	870	11,153	1,052	13,487
Clerical - Level 4	12.82		0		0	0	0
Clerical - Level 4 proc incentives per	60	0	0	0	0	0	0
Manager Data Prep	37.71		0		0	0	0
Assistant Mgr Data Prep	29.71		0		0	0	0
Assistant Data Prep	19.31		0		0	0	0
Coding Manager	31.10	60	1,866		0	60	1,866
Assistant Coder			0		0	0	0
Data Processing Manager	51.44	20	1,029	20	1,029	40	2,058
Assistant Data Processing	41.07	20	821	20	821	40	1,643
Director Web Reporting	62.02	10	620		0	10	620
Assistant Web Reporting	39.65	20	793		0	20	793
Director Proj Admin Svcs	41.15		0		0	0	0
Ass't Proj Admin Svcs	29.00		0		0	0	0
TOTAL REGULAR STAFF		1,088	39,716	2,602	65,400	3,690	105,117
Benefits - at rate of:	32.5%		12,908		21,255		34,163
Total Interviewer hours	100%	1,818		8,700			
Completed Interviews							

Abt SRBI Inc.

Project Budget

Client name: LA County Dept of Health
 Project name: Los Angeles County Health Survey
 Version: Child Survey N=6000 Length=20minutes
 Budgeted by _____ Date: _____

SCHEDULE 1

OTHER STAFF

Level 1-3 Telephone Interviewers								
Spanish Interviewing - % total:	35%	10.25	636	6,519	3,045	31,211	3,681	37,730
Other Lang Interviewing - % total:	10%	21.00	182	3,822	870	18,270	1,052	22,092
English Interviewing - % total:	45%	8.89	818	7,272	3,915	34,804	4,733	42,076
Training - of Int hrs:	10%	8.89	182	1,618	785	6,979	967	8,597
Clerical - Levels 1-3		12.17		0		0	0	0
Phone Ctr Prod Asst - % of Int hrs	15%	12.47	245	3,055	1,175	14,652	1,420	17,707
In-person Interviewing		16.32		0		0	0	0
TOTAL OTHER STAFF			2,063	22,286	9,790	105,916	11,853	128,202
Benefits - at rate of:	7.6%			1,694		8,050		9,743
Overhead - at rate of:	60.8%			45,962		120,373		166,335

OTHER DIRECT COST

			HOURS#		HOURS#		HOURS#	
Subcontracted in-person Interviewing				0		0		0
Subcontracted CATI				0		0		0
Subcontracted coding				0		0		0
Consultants (translators)		\$1,000.00	5	5,000		5		5,000
Sample and panel				0		0		0
Telematch Plus 250		0.06		0		0		0
Lexis-Nexis (minimum)		1,000.00		0		0		0
Telephone line charges		1.65	1,818	3,000	8,700	14,355	10,518	17,355
Advance letter printing		0.50		0		0		0
Envelopes outgoing		0.10		0		0		0
Envelopes return		0.10		0		0		0
Postage outgoing		0.41		0		0		0
Postage return		0.52		0		0		0
Choice Point (basic)		0.30		0		0		0
Choice Point (advanced)		17.00		0		0		0
Focus group facility rental & recruitment		750.00		0		0		0
Food		100.00		0		0		0
Transcripts		350.00		0		0		0
Travel				0		0		0
Shipping		10.00		0		0		0
Incentive processing		1.25	2,000	2,500		2,000		2,500

TOTAL OTHER DIRECT COSTS				10,500		14,355		24,855
TOTAL DIRECT COSTS, BENEFITS & OVERHEAD				133,066		335,349		468,415
G&A - at rate of 11.2%				14,903		37,559		52,462
TOTAL COST EXCLUDING RESPONDENT INCENTIVES				147,969		372,908		520,877
FEE 10%				14,797		37,291		52,088
TOTAL COST PLUS FEE EXCLUDING RESPONDENT INCENTIVES				162,766		410,199		572,965
Respondent incentives \$10.00 2000			20,000	0		2,000	20,000	0
Abt Associates sampling/weighting				0		0		0
TOTAL COST PLUS FEE				\$182,766		\$410,199		\$592,965

COUNTY OF LOS ANGELES
REQUEST FOR APPROPRIATION ADJUSTMENT

DEPARTMENT OF PUBLIC HEALTH

DEPT'S. NO. 295

December 22, 2009

AUDITOR-CONTROLLER:

THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. PLEASE CONFIRM THE ACCOUNTING ENTRIES AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF EXECUTIVE OFFICER FOR HIS RECOMMENDATION OR ACTION.

ADJUSTMENT REQUESTED AND REASONS THEREFOR

FY 2009/10

4 - VOTES

SOURCES

USES

Public Health Programs
A01-PH-88-8831-23450
State-Other \$240,000
Increase Revenue

Public Health Programs
A01-PH-2000-23450
Services & Supplies \$240,000
Increase Appropriation

SOURCES TOTAL: \$ 240,000

USES TOTAL: \$ 240,000

JUSTIFICATION

Reflects an increase in Services & Supplies and Revenue appropriation to support the Agreement with Abt SRBI, Inc. for the Los Angeles County Health Survey (LACHS). Funding will be provided by a forthcoming grant Agreement from First 5 LA, effective upon date of Board approval through August 31, 2011. There is no Net County Cost. TL

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

AUTHORIZED SIGNATURE JEREMY D. CORTEZ, CHIEF FINANCIAL OFFICER

BOARD OF SUPERVISOR'S APPROVAL (AS REQUESTED OR REVISED)

21 JAN 12 2010

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

REFERRED TO THE CHIEF EXECUTIVE OFFICER FOR ---

- ACTION
- RECOMMENDATION

- APPROVED AS REQUESTED
- APPROVED AS REVISED

AUDITOR-CONTROLLER

BY *Karen Ito*

CHIEF EXECUTIVE OFFICER

BY *[Signature]*

B.A. NO. 072

Dec 24 20 09

Dec. 29, 20 09